

City Council

Agenda

Tuesday, August 16, 2016
City Hall, Council Chambers
749 Main Street

6:00 PM

Special Meeting – Executive Session

1. CALL TO ORDER

2. EXECUTIVE SESSION

A. REAL PROPERTY ACQUISITION AND DISPOSITION

(Louisville Charter, Section 5-2(c) – Authorized Topics – Consideration of real property acquisitions and dispositions, only as to appraisals and other value estimates and strategy, and C.R.S. 24-6-402(4)(a))

City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisition and Disposition Concerning Property in Louisville

- **Requests for Executive Session**
- **City Clerk Statement**
- **City Attorney Statement of Authority**
- **City Council Action on Motion for Executive Session**
- **Council Convenes Executive Session**
- **Council Reconvene in Open Meeting**

3. REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY ACQUISITION AND DISPOSITION

4. ADJOURN TO REGULAR MEETING

Citizen Information

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

City of Louisville

City Council 749 Main Street Louisville CO 80027
303.335.4533 (phone) 303.335.4550 (fax) www.louisvilleco.gov

Regular Meeting

7:00 PM

Note: The time frames assigned to agenda items are estimates for guidance only. Agenda items may be heard earlier or later than the listed time slot.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills

B. Approve August 2, 2016 minutes

C. Approve 6 PM Start Time for August 23 City Council Study Session

D. Approve Resolution No. 39, Series 2016 – A Resolution Approving an Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2016 General Election to be Held November, 8, 2016

E. Approve Resolution No. 40, Series 2016 – A Resolution Establishing Refuse, Recyclables and Compostables Collection and Disposal Fees Effective September 1, 2016 for the City of Louisville, Colorado

F. Approval of US 36 Mayors and Commissioners Coalition and 36 Commuting Solutions Policy Agenda

6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA (Council general comments are scheduled at the end of the Agenda.)

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

7:15 – 7:45 pm

A. 725 LINCOLN AVENUE LANDMARKING AND PRESERVATION GRANT

1. RESOLUTION No. 41, SERIES 2016 – A RESOLUTION DESIGNATING THE BLACK FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE A HISTORIC LANDMARK

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

2. RESOLUTION No. 42, SERIES 2016 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR SEWER REPAIR AT THE BLACK FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

7:45 – 8:30 pm

B. RESOLUTION NO. 43, SERIES 2016 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) AND SPECIAL REVIEW USE (SRU) TO ALLOW FOR THE CONSTRUCTION OF A NEW BUILDING WITH 5,700 SF OF COMMERCIAL SPACE, THE REMODEL OF THE EXISTING HOUSE, AND OUTDOOR SALES AT 824 SOUTH STREET, LOT 1, BLOCK 5, LOUISVILLE OLD TOWN

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

8:30 – 9:00 pm

C. ORDINANCE NO. 1726, SERIES 2016 – AN ORDINANCE OF THE CITY OF LOUISVILLE, COLORADO AUTHORIZING AND APPROVING A LEASE PURCHASE FINANCING FOR SOLAR PANELS WITH ALPINE BANK AND, IN CONNECTION THEREWITH, CERTAIN RELATED DOCUMENTS AND TRANSACTIONS – 2nd Reading – Public Hearing – Advertised *Daily Camera* 08/07/2016

- Mayor Reopens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closes Public Hearing
- Action

9:00 – 9:30 pm

D. ORDINANCE NO. 1727, SERIES 2016 – AN ORDINANCE AMENDING SECTIONS 13.08.040 AND 13.08.180 AND SECTION 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE REGARDING WATER SERVICE REGULATIONS AND WATER TAP FEES – 2nd Reading – Public Hearing – Advertised *Daily Camera* 08/07/2016

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closes Public Hearing
- Action

9:30 – 10:00 pm

E. DISCUSSION/DIRECTION/ACTION – NINTH AMENDED EMPLOYMENT AGREEMENT (CITY MANAGER MALCOLM FLEMING)

- Mayor Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Action

9. CITY ATTORNEY'S REPORT

10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURNMENT

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CASH ACCOUNT: 001000 101001

WARRANT: 072816 07/28/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13960	ALFALFAS MARKET INC	BUSINESS ASSISTANCE REBAT	67,435.59
14164	ALPINE BANK	COMMUNITY SOLAR PANEL LEA	3,986.70
14301	FRESCA FOODS INC	2015 INDUSTRIAL UTIL EXEM	5.96
14301	FRESCA FOODS INC	2013 INDUSTRIAL UTIL EXEM	3,618.01
14301	FRESCA FOODS INC	2014 INDUSTRIAL UTIL EXEM	3,860.48
9750	LEGALSHIELD	#22554 JUL 16 EMPLOYEE PR	286.05
7735	LINCOLN FINANCIAL GROUP	000010008469 AUG 16 LIFE/	6,134.03
7735	LINCOLN FINANCIAL GROUP	000010008470 AUG 16 LTD P	3,227.91
2132	MEREDYTH MUTH	EXPENSE REPORT 1/19-7/22/	311.80
99999	ALEXANDER LITZ	RETURNED ACH PP14	295.06
14276	SWEET SPOT CAFE LLC	COUPLES SCRAMBLE FOOD & B	1,280.00
11094	WESTERN DISPOSAL SERVICES	JUN 16 RESIDENTIAL TRASH	117,794.16
11094	WESTERN DISPOSAL SERVICES	JUN 16 CITY TRASH SERVICE	3,130.05
3875	XCEL ENERGY	JUN 16 GROUP ENERGY	65,007.18
3875	XCEL ENERGY	824 FRONT TOP SERVICE POL	226.86
13558	ZIONS CREDIT CORP	SOLAR PV BUYOUT	322,539.63
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16 INVOICES		WARRANT TOTAL	599,139.47
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CASH ACCOUNT: 001000 101001 WARRANT: 080416 08/04/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	211.50
14002	KANSAS PAYMENT CENTER	Payroll Run 1 - Warrant 0	270.46
14246	MANAGER OF FINANCE	Payroll Run 1 - Warrant 0	20.99
14277	MIDLAND FUNDING LLC	Payroll Run 1 - Warrant 0	305.47
8442	VISION SERVICE PLAN	12 059727 0001 AUG 16 EMP	2,615.09
13558	ZIONS CREDIT CORP	SOLAR PV BUYOUT FINAL	2,023.69
6 INVOICES		WARRANT TOTAL	5,447.20

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CASH ACCOUNT: 001000 101001 WARRANT: 081616 08/16/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13547	A G WASSENAAR INC	GEOTECHNICAL SERVICES	3,288.50
13547	A G WASSENAAR INC	GEOTECHNICAL SERVICES	225.00
14121	ACUSHNET COMPANY	RESALE MERCHANDISE	189.00
14121	ACUSHNET COMPANY	RESALE MERCHANDISE	76.00
14231	ADVANCED CARE CPR TRAINING	BABYSITTING COURSE 22030-	900.00
11249	AGGREGATE INDUSTRIES WCR INC	2016 ASPHALT RESURFACING	367,938.61
11249	AGGREGATE INDUSTRIES WCR INC	2016 ASPHALT RESURFACING	251,217.53
11249	AGGREGATE INDUSTRIES WCR INC	BULK WATER METER REFUND	2,391.00
1006	ALL CURRENT ELECTRIC INC	DAMAGED ELEC RV DUMP	150.00
1006	ALL CURRENT ELECTRIC INC	LED LIGHTING/CONTRAL LAKE	1,550.00
11455	APC CONSTRUCTION CO LLC	2016 HOT CHIP SEAL	165,651.88
14289	ARBOR VALLEY NURSERY	POLICE MEMORIAL JUNIPERS	942.00
14132	ATLAS COPCO COMPRESSORS LLC	HSI SERVICE CALL WWTP	702.50
11286	B A LAWRENCE LLC	DIGESTER BLOWER ALIGNMENT	656.00
14272	B&M CONSTRUCTION INC	611 FRONT PARKING LOT LIG	56,515.50
14251	BK TIRE INC	BOBCAT TIRES UNIT 3214	1,078.68
640	BOULDER COUNTY	LAMINATED/BUSINESS CARDS	114.65
640	BOULDER COUNTY	WASTE DISPOSAL FEE WWTP	59.91
640	BOULDER COUNTY	2ND QTR 2016 HMM PROGRAM	7,242.00
8371	BOULDER VALLEY SCHOOL DISTRICT	JULY 4TH SHUTTLE SERVICE	2,718.03
8371	BOULDER VALLEY SCHOOL DISTRICT	STREET FAIRE SHUTTLE SERV	595.22
8371	BOULDER VALLEY SCHOOL DISTRICT	STREET FAIRE SHUTTLE SERV	606.99
12880	BOYAGIAN CONSULTING LLC	JUL 16 PROFESSIONAL SERVI	2,500.00
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	98.02
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	185.06
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	212.51
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	176.19
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	168.16
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	128.86
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	167.31
13344	BROWN HILL ENGINEERING & CONTR	SCADA SUPPORT WTP	670.50
13733	CATHY BAHR TRANSLATION SERVICE	SPANISH INTERPRETER	120.00
248	CDW GOVERNMENT	CRYSTAL REPORTS	408.76

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CASH ACCOUNT: 001000 101001 WARRANT: 081616 08/16/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
670	CENTER FOR RESOURCE CONSERVATI	SLOW THE FLOW AUDIT PROGR	1,875.00
10773	CENTRIC ELEVATOR CORP	AUG 16 ELEVATOR MAINT CH	269.65
10773	CENTRIC ELEVATOR CORP	AUG 16 ELEVATOR MAINT LIB	462.35
10773	CENTRIC ELEVATOR CORP	AUG 16 ELEVATOR MAINT PC	246.29
10773	CENTRIC ELEVATOR CORP	AUG 16 ELEVATOR MAINT RSC	271.70
980	CENTURY CHEVROLET INC	HARNESS UNIT 3604	32.35
13352	CGRS INC	JUL 16 REMOTE POLLING	25.00
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	170.71
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	170.71
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	170.71
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	170.71
4025	CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	190.96
14047	CITY OF NORTHGLENN	LAB ANALYSIS FEES WTP	370.00
11264	COLORADO DEPT OF PUBLIC HEALTH	DRINKING WATER PERMIT FEE	1,850.00
11264	COLORADO DEPT OF PUBLIC HEALTH	IPP PERMIT CO0023078	94.00
1245	COLORADO MOSQUITO CONTROL INC	JUL 16 MOSQUITO CONTROL S	1,547.50
10842	COZY CORNER TOWING	TOW TO AUCTION UNIT 3203	174.00
10842	COZY CORNER TOWING	TOW TO AUCTION UNIT 3209	136.00
10842	COZY CORNER TOWING	TOW VEHICLE	80.00
13392	DESIGN MECHANICAL INC	HVAC SERVICE RSC	961.06
13392	DESIGN MECHANICAL INC	HVAC SERVICE CH	594.99
13685	DEWBERRY ENGINEERS INC	WWTP CONSTRUCTION MANAGEM	44,563.28
1505	DPC INDUSTRIES INC	CHLORINE SWTP	798.00
1505	DPC INDUSTRIES INC	CHLORINE NWTP	798.00
14131	DUSTIN D MORAN	FALL FESTIVAL ENTERTAINME	600.00
11468	EMPLOYERS COUNCIL SERVICES INC	MEDIATION	540.00
11468	EMPLOYERS COUNCIL SERVICES INC	MEDIATION	1,800.00
1915	EXQUISITE ENTERPRISES INC	FALL FESTIVAL TROPHIES	477.35
6761	FARIS MACHINERY CO	FENDER UNIT 3426	477.58

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14298	FREDERICK POLICE DEPARTMENT	PROCEDURAL JUSTICE CLASS	106.70
13098	G4S SECURE SOLUTIONS INC	BAILIFF SERVICES 7/11/16	110.00
2310	GRAINGER	PH BUFFER WWTP	59.23
2310	GRAINGER	NO SMOKING SIGN WTP	12.98
14242	H2 DEVELOPMENT SERVICES LLC	SOUTH ST CONSTRUCTION	21,807.03
13162	HD SUPPLY WATERWORKS LTD	UTILITY PRTS	2,054.19
13162	HD SUPPLY WATERWORKS LTD	UTILITY LINE PARTS	81.65
645	HUMANE SOCIETY OF BOULDER VALL	2ND QTR ANIMAL IMPOUND FE	2,070.00
13280	INSIGHT PUBLIC SECTOR INC	ENERGOV BLUEBEAM SOFTWARE	1,930.80
13280	INSIGHT PUBLIC SECTOR INC	ADBOE ACROBAT PRO LIC PAR	297.84
12462	INSTANT IMPRINTS	FALL FESTIVAL VOLUNTEER S	914.46
13911	J & M DISPLAYS INC	ADDITIONAL FIREWORKS	3,200.00
13911	J & M DISPLAYS INC	FLAG FIREWORKS DISPLAY	271.60
14105	JAY STERN	FALL FESTIVAL ENTERTAINME	250.00
14239	JC GOLF ACCESSORIES	GOLF GIFTS	363.60
14239	JC GOLF ACCESSORIES	GOLF GIFTS	360.71
14239	JC GOLF ACCESSORIES	RESALE MERCHANDISE	274.18
14239	JC GOLF ACCESSORIES	RESALE MERCHANDISE	141.21
14239	JC GOLF ACCESSORIES	RESALE MERCHANDISE	23.13
14239	JC GOLF ACCESSORIES	RESALE MERCHANDISE	85.34
14033	KDG ENGINEERING LLC	SH42/SHORT ST CROSSING DE	33,189.95
12861	KIRSTEN BEEMER	CONTRACTOR FEES DANCE	747.60
14097	L.A.W.S.	L3 VIDEO SYSTEMS UNITS 21	464.00
2945	LASER TECHNOLOGY INC	LASER GUN REPAIR	373.00
2360	LIGHT KELLY, PC	JUL 16 LEGAL SERVICES	27,202.95
3095	LOUISVILLE CULTURAL COUNCIL	2016 NON-PROFIT GRANT	10,000.00
11061	MOUNTAIN PEAK CONTROLS INC	GOLF COURSE REUSE AUTOMAT	3,687.50
2046	MOUNTAIN STATES IMAGING LLC	DOCUMENT STORAGE FEES	33.00
9668	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE #62 UPDATE	275.12

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13067	NORRIS DESIGN INC	ARBORETUM LANDSCAPE DESIG	3,511.85
14090	OCX NETWORK CONSULTANTS LLC	SHORTEL LICENSE	119.78
14090	OCX NETWORK CONSULTANTS LLC	WALL MOUNT KIT WWTP	22.16
99999	TRENT LARSEN	ACTIVITY REFUND	150.00
99999	RUTH HARTLEY	ACTIVITY REFUND	116.00
99999	PG ARNOLD CONSTRUCTION	BULK WATER METER REFUND	2,220.00
99999	GOLDEN TRIANGLE CONSTRUCTION	BULK WATER METER REFUND	495.55
5898	PIIONEER SAND COMPANY INC	PROPANE	88.30
11329	POLYDYNE INC	C-4420 CLARIFLOC	540.00
11329	POLYDYNE INC	CE-879 POLYMER	5,290.00
13893	REBECCA TSUI	CONTRACTOR FEE TAI CHI	631.40
1310	REXEL INC	COMPACTLOGIX OUTPUT MODUL	825.00
4160	SAFE SYSTEMS INC	ALARM MONITORING LIB	213.78
12843	SCL HEALTH SYSTEM	DRUG SCREEN	22.50
4230	SEACREST GROUP	LAB ANALYSIS FEES WWTP	1,650.00
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WTP	299.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WWTP	54.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WWTP	507.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WWTP	469.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES IPP	1,159.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES IPP	59.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES IPP	376.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WTP	369.50
13294	SOURCE OFFICE PRODUCTS	CHAIRS PLANNING	673.00
13293	STAPLES ADVANTAGE	DYMO TAPE WWTP	58.92
13673	STERLING INFOSYSTEMS INC	BACKGROUND CHECKS	429.58
13673	STERLING INFOSYSTEMS INC	BACKGROUND CHECKS	642.58
1201	SUPPLYWORKS	JANITORIAL SUPPLIES RSC	2,206.02
1201	SUPPLYWORKS	BREAK ROOM SUPPLIES CS	239.02
1201	SUPPLYWORKS	JANITORIAL SUPPLIES WWTP	149.64
1201	SUPPLYWORKS	BREAK ROOM SUPPLIES LIB	46.38
1201	SUPPLYWORKS	BREAK ROOM SUPPLIES CS	149.95
1201	SUPPLYWORKS	JANITORIAL SUPPLIES GC	143.19
1201	SUPPLYWORKS	JANITORIAL SUPPLIES CS	206.21
6609	TRAVELERS	WORKERS COMP DEDUCTIBLES	1,970.05

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
6609	TRAVELERS	INSURANCE DEDUCTIBLE	1,866.00
6609	TRAVELERS	WORKERS COMP PREMIUM	12,862.95
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	1,275.00
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	2,000.00
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	3,000.00
4765	UNCC	JUL 16 LOCATES #48760	461.89
13241	UNITED REPROGRAPHIC SUPPLY INC	OCE PRINTER PAPER	85.25
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL MEMORY SQUA	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL ANNETTE BRA	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL PIRATES PAR	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL SKATE PARK	188.65
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL COTTONWOOD	166.02
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL MINERS FIEL	195.60
14294	UNIVERSITY OF COLORADO HEALTH	SANE EXAM	442.00
14266	US HEALTHWORKS PROVIDER NETWOR	PHYSICALS	800.00
6509	USA BLUEBOOK	LAB SUPPLIES WWTP	230.15
9838	VALLEYCREST LANDSCAPE MAINTENA	DOWNTOWN FLORAL DISPLAY	1,476.60
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	1,310.44
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	559.71
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	1,173.84
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	1,238.87
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	1,894.09
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	1,645.66
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	1,106.90
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	3,659.85
13891	VERIS ENVIRONMENTAL LLC	BIOSOLIDS HAULING	1,149.35
10672	VORTEX COLORADO INC	AWNING CLOSING KNOB REPAI	695.82
8681	WASTE MANAGEMENT OF DENVER	LCC CONCERT PORTOLETS	1,097.04
11094	WESTERN DISPOSAL SERVICES	JULY 4TH TRASH/RECYCLE SE	1,852.00
5115	WL CONTRACTORS INC	JUN 16 TRAFFIC SIGNAL MAI	2,480.25
5115	WL CONTRACTORS INC	JUN 16 FIBER MAINTENANCE	100.00
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 7/25-8/5/	2,197.00
3875	XCEL ENERGY	JUL 16 SPRINKLERS	102.91

CITY OF LOUISVILLE
PURCHASING CARD SUMMARY
STATEMENT PERIOD 06/21/16 - 07/21/16

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
4 RIVERS EQUIPMENT LLC	PUEBLO WEST	MASON THOMPSON	OPERATIONS	06/27/2016	167.73
61178 - BELL PARK LOTS	DENVER	HEATHER BALSER	CITY MANAGER	07/13/2016	15.00
740 FRONT STREET	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	07/08/2016	92.47
ACCUWEATHER INC	08142358540	KURT KOWAR	PUBLIC WORKS	07/01/2016	7.95
ACT*BOULDERPARKSANDREC	877-228-4881	KATIE MEYER	REC CENTER	06/20/2016	-37.00
ACTIVEPOOLSUPPLY.COM	888-751-8084	JOANN MARQUES	REC CENTER	06/29/2016	555.03
ADM/SHOP DENVER MUSEUM	DENVER	AMANDA PERERA	REC CENTER	06/25/2016	330.00
ADVANCED ENERGY	541-312-3832	DAVID SZABADOS	FACILITIES	07/20/2016	1,076.29
AIRGAS CENTRAL	09185820885	KRISTOPHER JAGGERS	GOLF COURSE	07/13/2016	51.84
AIRGAS CENTRAL	09185820885	KRISTOPHER JAGGERS	GOLF COURSE	06/24/2016	53.30
AIRGAS CENTRAL	09185820885	KRISTOPHER JAGGERS	GOLF COURSE	06/24/2016	51.84
ALBERTSONS STO00028126	LOUISVILLE	FRANCIS H TRICKEL	WATER	07/10/2016	35.97
ALBERTSONS STO00028126	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/07/2016	30.00
ALBERTSONS STO00028126	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	07/04/2016	28.79
ALBERTSONS STO00028126	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	07/04/2016	6.48
ALBERTSONS STO00028126	LOUISVILLE	BEN REDARD	POLICE	06/26/2016	6.00
ALBERTSONS STO00028126	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/23/2016	77.57
ALBERTSONS STO00028126	LOUISVILLE	KERRY KRAMER	PARKS	06/21/2016	9.99
ALBERTSONS STO00028126	LOUISVILLE	FRANCIS H TRICKEL	WATER	06/21/2016	49.13
ALLCURRENTELECTRIC.NET	LAFAYETTE	DIANE EVANS	REC CENTER	06/20/2016	216.48
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/21/2016	5.56
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/20/2016	156.45
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/19/2016	63.54
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/18/2016	11.79
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/18/2016	194.91
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/18/2016	194.91
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/18/2016	341.77
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/17/2016	8.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/17/2016	14.96
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/16/2016	194.91
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/15/2016	32.97
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	07/14/2016	-6.29
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/13/2016	10.76
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/13/2016	-.03
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/12/2016	21.55
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/12/2016	6.32
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/12/2016	7.89
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/12/2016	47.50

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/11/2016	515.88
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/10/2016	22.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	07/09/2016	63.95
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/09/2016	38.26
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/09/2016	130.22
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/09/2016	25.44
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/08/2016	147.18
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/08/2016	42.01
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	07/05/2016	45.70
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	07/05/2016	26.00
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/04/2016	191.53
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	07/01/2016	331.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	06/30/2016	32.58
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KAREN FREITER	LIBRARY	06/28/2016	60.44
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	06/23/2016	-109.95
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	06/22/2016	98.97
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/22/2016	11.86
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/22/2016	28.96
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/21/2016	22.52
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	SUZANNE JANSSEN	CITY MANAGER	06/20/2016	67.92
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/16/2016	81.79
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	MATTHEW BUSH	IT	07/15/2016	89.87
AMC GROUP TICKETS #104	08002624849	AMANDA PERERA	REC CENTER	07/19/2016	459.95
AMERICAN ASSOCIATION F	NASHVILLE	BRIDGET BACON	LIBRARY	06/30/2016	463.00
AMERICAN LIBRARY ASSOC	03122804237	BETH BARRETT	LIBRARY	06/30/2016	209.00
AMERICAN PLANNING ASSO	312-431-9100	ROBERT ZUCCARO	PLANNING	07/13/2016	803.00
AMERICAN PLANNING ASSO	312-431-9100	ROBERT ZUCCARO	PLANNING	07/13/2016	27.99
AMERICAN PLANNING ASSO	312-431-9100	RONDA ROMERO	HUMAN RESOURCES	07/01/2016	295.00
AMERICAN PUBLIC WORKS	08164726100	KURT KOWAR	PUBLIC WORKS	06/23/2016	620.00
AMERICAN RED CROSS	888-284-0607	KATHY MARTIN	REC CENTER	07/19/2016	1,275.00
AQUATIC AND WETLAND NU	FORT LUPTON	CATHERINE JEPSON	PARKS	07/12/2016	40.50
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	07/12/2016	246.40
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/26/2016	38.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/26/2016	108.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/26/2016	76.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/26/2016	95.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/26/2016	81.00
ARC*SERVICES/TRAINING	800-733-2767	KATIE MEYER	REC CENTER	06/21/2016	27.00
ARROWHEAD SCIENTIFIC I	LENEXA	ERICA BERZINS	POLICE	06/24/2016	120.30
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	07/14/2016	30.00
AT&T DATA	08003310500	CRAIG DUFFIN	PUBLIC WORKS	07/02/2016	30.00
AT&T*BILL PAYMENT	08003310500	DIANE M KREAGER	FINANCE	07/07/2016	40.85

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AUSTINKAYAK	8888283828	JOANN MARQUES	REC CENTER	07/08/2016	-212.95
AUSTINKAYAK	8888283828	JOANN MARQUES	REC CENTER	06/29/2016	219.60
AUTOMATIONDIRECT.COM	07708897588	JUSTIN ELKINS	WASTEWATER	07/20/2016	586.25
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/17/2016	17.29
AMAZON.COM	AMZN.COM/BILL	MATTHEW BUSH	IT	07/15/2016	133.00
AMAZON.COM	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	07/13/2016	372.15
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/10/2016	14.99
AMAZON.COM	AMZN.COM/BILL	MATTHEW BUSH	IT	07/09/2016	51.99
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/03/2016	29.96
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/28/2016	43.18
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/26/2016	16.49
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/26/2016	25.92
AMAZON.COM	AMZN.COM/BILL	ROBIN BROOKHART	HUMAN RESOURCES	06/24/2016	77.52
AMAZON.COM	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	06/23/2016	372.15
AMAZON.COM	AMZN.COM/BILL	SUZANNE JANSSEN	CITY MANAGER	06/22/2016	-2.70
AMAZONPRIME MEMBERSHIP	AMZN.COM/PRME	AMANDA PERERA	REC CENTER	07/13/2016	99.00
BAKER DISTRIBUTING CO	904-485-5000	DAVID SZABADOS	FACILITIES	07/13/2016	120.11
BARSKA	9094458168	MIKE MILLER	POLICE	07/05/2016	299.99
BBTOOLS LLCMATCO DIS	BROOMFIELD	MASON THOMPSON	OPERATIONS	07/01/2016	6.99
BENIHANA 604	BROOMFIELD	AMANDA PERERA	REC CENTER	07/20/2016	840.00
BESTWAY FIRESTONE	FIRESTONE	JEFF LEBECK	OPERATIONS	07/15/2016	226.04
BJ'S RESTAURANTS 532	BOULDER	DAVID D HAYES	POLICE	07/15/2016	43.39
BK TIRE, INC	FREDERICK	RON CHOATE	OPERATIONS	07/14/2016	21.86
BK TIRE, INC	FREDERICK	RON CHOATE	OPERATIONS	07/13/2016	381.00
BK TIRE, INC	FREDERICK	RON CHOATE	OPERATIONS	06/20/2016	627.56
BOBCAT COMMERCE CITY	COMMERCE CITY	BRIAN GARDUNO	OPERATIONS	07/12/2016	64.44
BOULDER ELECTRIC MOTOR	BOULDER	DAVID DEAN	GOLF COURSE	07/14/2016	222.12
BRIGHT SETTINGS	8003276025	PATRICIA MORGAN	REC CENTER	06/20/2016	331.96
BROOMFIELD REC SERVICE	BROOMFIELD	MEGAN FRASER	REC CENTER	06/22/2016	372.00
BUTTERFLY PAVILION	WESTMINSTER	AMANDA PERERA	REC CENTER	07/13/2016	220.00
BUSABA	LOUISVILLE	TERRELL PHILLIPS	WATER	07/07/2016	23.45
CABELA'S RETAIL 046	THORNTON	RON CHOATE	OPERATIONS	07/20/2016	69.99
CALLAWAY PURCHASE	800-588-9836	DAVID BARIL	GOLF COURSE	07/06/2016	1,094.34
CANTEEN 74052176	DENVER	POLLY A BOYD	PARKS	06/30/2016	52.96
CBI*CLEVERBRIDGE INC	800-799-9570	TERRELL PHILLIPS	WATER	07/15/2016	18.80
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/19/2016	34.01
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/19/2016	-122.04
CDW GOVERNMENT	800-750-4239	DAVE HINZ	POLICE	07/19/2016	309.26
CDW GOVERNMENT	800-750-4239	DAVE HINZ	POLICE	07/19/2016	122.04
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/18/2016	833.89
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/18/2016	79.00
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/16/2016	523.47

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/13/2016	122.04
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	06/22/2016	28.89
CENTENNIAL PRINTING CO	303-6650388	KATIE MEYER	REC CENTER	07/12/2016	179.85
CENTENNIAL PRINTING CO	303-6650388	TERRELL PHILLIPS	WATER	07/11/2016	262.00
CENTENNIAL PRINTING CO	303-6650388	POLLY A BOYD	PARKS	06/28/2016	42.00
CENTENNIAL PRINTING CO	303-6650388	POLLY A BOYD	PARKS	06/22/2016	42.00
CENTER COPY BOULDER IN	BOULDER	CHERYL KELLER	POLICE	07/08/2016	15.50
CENTER COPY BOULDER IN	BOULDER	CHERYL KELLER	POLICE	07/08/2016	54.50
CENTER COPY BOULDER IN	BOULDER	CHERYL KELLER	POLICE	06/21/2016	41.20
CENTURYLINK/SPEEDPAY	800-777-9594	DIANE M KREAGER	FINANCE	07/20/2016	1,508.08
CENTURYLINK/SPEEDPAY	800-777-9594	DIANE M KREAGER	FINANCE	06/25/2016	1,648.83
CHARGEPOINT, INC	08887584389	DAVID SZABADOS	FACILITIES	07/19/2016	4.95
CINEBARRE COLONY SQUAR	LOUISVILLE	AMANDA PERERA	REC CENTER	07/13/2016	418.75
CLEANFREAK.COM	888-7225508	DAVID SZABADOS	FACILITIES	07/14/2016	397.54
CLUB PROPHET SYSTEMS	724-2740380	DAVID BARIL	GOLF COURSE	07/11/2016	540.00
CMI INC MOTO	270-685-6374	CHERYL KELLER	POLICE	06/28/2016	42.54
CO GOVT SERVICES	DENVER	CAROL HANSON	CITY CLERK	07/07/2016	231.00
COAL CREEK COLLISION C	LOUISVILLE	RON CHOATE	OPERATIONS	07/19/2016	1,000.00
COBITCO INC	DENVER	BRIAN GARDUNO	OPERATIONS	07/11/2016	239.76
COLORADO BARRICADE	DENVER	JEFF LEBECK	OPERATIONS	07/20/2016	673.00
COLORADO GOLF ASSOCIAT	303-3664653	DAVID BARIL	GOLF COURSE	07/11/2016	560.00
COLORADO HOMETOWN WEEK	303-6845358	POLLY A BOYD	PARKS	06/30/2016	28.00
COLORADO PAINT COMPANY	DENVER	BRIAN GARDUNO	OPERATIONS	07/12/2016	107.96
COLORADO PARKS AND REC	WHEAT RIDGE	JESSE DEGRAW	REC CENTER	07/12/2016	272.00
COLORADO SECTION OF TH	303-681-0742	DAVID BARIL	GOLF COURSE	07/11/2016	315.00
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	07/12/2016	109.95
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	06/22/2016	254.79
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	07/13/2016	303.94
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	07/07/2016	7.98
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	07/07/2016	27.93
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	06/25/2016	263.51
COMPLETE MAILING SOLUT	3037610681	DIANE M KREAGER	FINANCE	07/06/2016	168.54
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	07/05/2016	192.01
CPS DISTRIBUTORS INC B	BOULDER	DAVID DEAN	GOLF COURSE	06/30/2016	112.99
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	06/28/2016	283.64
CPS DISTRIBUTORS INC M	WESTMINSTER	MATT LOOMIS	PARKS	07/15/2016	131.72
CPS DISTRIBUTORS INC M	03033946040	DAVID DEAN	GOLF COURSE	07/06/2016	19.45
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	07/19/2016	15.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	07/19/2016	35.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	07/14/2016	60.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	07/08/2016	45.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	07/02/2016	45.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	07/02/2016	70.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	07/02/2016	30.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	06/29/2016	30.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	06/29/2016	30.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	06/23/2016	30.00
CU STUDENT REC CENTER	03034928415	AMANDA PERERA	REC CENTER	06/21/2016	164.00
DAILY CAMERA	BOULDER	DIANE M KREAGER	FINANCE	07/15/2016	936.63
DAILY CAMERA	BOULDER	SUZANNE JANSSEN	CITY MANAGER	07/11/2016	310.00
DAYS INNS	CHEYENNE	JUSTIN ELKINS	WASTEWATER	07/12/2016	97.90
DAYS INNS	CHEYENNE	JUSTIN ELKINS	WASTEWATER	06/29/2016	-8.90
DBC IRRIGATION SUPPLY	BROOMFIELD	MARYANN DORNFELD	PARKS	07/19/2016	6.13
DBC IRRIGATION SUPPLY	BROOMFIELD	BRADLEY AUSTIN	PARKS	07/19/2016	446.70
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	07/14/2016	84.63
DBC IRRIGATION SUPPLY	BROOMFIELD	MARYANN DORNFELD	PARKS	07/12/2016	177.90
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	07/08/2016	179.90
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	07/06/2016	50.87
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	07/05/2016	74.57
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/29/2016	78.41
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/28/2016	645.05
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	06/28/2016	16.47
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/28/2016	66.75
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/27/2016	108.86
DBC IRRIGATION SUPPLY	BROOMFIELD	MARYANN DORNFELD	PARKS	06/24/2016	189.21
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	06/23/2016	297.13
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/23/2016	241.46
DBC IRRIGATION SUPPLY	BROOMFIELD	BRADLEY AUSTIN	PARKS	06/21/2016	60.02
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/21/2016	154.05
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/20/2016	89.85
DENVER CTR FOR PERF AR	DENVER	KATIE BEASLEY	REC CENTER	06/30/2016	77.00
DIAMONDBACK TACTICAL	08008827667	CHERYL KELLER	POLICE	07/09/2016	264.98
DTV*DIRECTV SERVICE	800-347-3288	DAVID BARIL	GOLF COURSE	07/11/2016	204.97
E 470 EXPRESS TOLLS	303-5373470	DIANE M KREAGER	FINANCE	07/14/2016	9.93
ECO CYCLE	BOULDER	JESSE DEGRAW	REC CENTER	07/14/2016	68.00
ECO CYCLE	BOULDER	TERRELL PHILLIPS	WATER	07/01/2016	15.00
EMBROIDME	WESTMINSTER	SUZANNE JANSSEN	CITY MANAGER	07/11/2016	464.75
FACEBOOK AYCCU9SSS2	650-6187714	DAVID BARIL	GOLF COURSE	06/30/2016	27.64
FALCON ROAD MAINTENANC	MIDLAND	MASON THOMPSON	OPERATIONS	07/13/2016	204.30
FASTENAL COMPANY01	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	07/20/2016	86.28
FASTENAL COMPANY01	LOUISVILLE	DANIEL PEER	PARKS	07/13/2016	34.02
FASTENAL COMPANY01	LOUISVILLE	ERIK SWIATEK	PARKS	07/13/2016	22.51
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	06/30/2016	109.38
FASTENAL COMPANY01	LOUISVILLE	JEFF LEBECK	OPERATIONS	06/29/2016	13.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
FASTENAL COMPANY01	LOUISVILLE	JEFF LEBECK	OPERATIONS	06/28/2016	37.30
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	06/27/2016	130.00
FEDEX 99942877	MEMPHIS	DIANE M KREAGER	FINANCE	07/07/2016	40.01
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	06/24/2016	204.65
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	06/24/2016	278.60
FREDPRYOR CAREERTRACK	800-5563012	BRIAN GARDUNO	OPERATIONS	07/19/2016	298.00
FREDPRYOR CAREERTRACK	800-5563012	BRETT TUBBS	FACILITIES	06/22/2016	327.80
G AND G EQUIPMENT INC	FREDERICK	DANIEL PEER	PARKS	07/12/2016	26.29
G AND G EQUIPMENT INC	FREDERICK	DANIEL PEER	PARKS	07/07/2016	129.66
G AND G EQUIPMENT INC	FREDERICK	VICKIE ILKO	OPERATIONS	06/23/2016	108.05
GATE HOUSE SUPPLIES	805-520-2714	MATTHEW BUSH	IT	07/07/2016	268.40
GCSAA EIFG 8004727878	08004727878	DAVID DEAN	GOLF COURSE	06/30/2016	190.00
GENERAL AIR SERVICE ZU	303-8927003	JUSTIN ELKINS	WASTEWATER	07/20/2016	54.37
GENERAL AIR SERVICE ZU	303-8927003	JUSTIN ELKINS	WASTEWATER	06/29/2016	56.16
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	06/28/2016	59.00
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	07/12/2016	-40.00
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	07/08/2016	429.40
GOTOCITRIX.COM	855-837-1750	JEFFREY FISHER	POLICE	07/01/2016	49.00
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	06/29/2016	435.00
GREEN CO2 SYSTEMS	970-4820203	PAUL BORTH	REC CENTER	06/20/2016	246.43
GREEN CO2 SYSTEMS	970-4820203	PAUL BORTH	REC CENTER	06/20/2016	650.07
GREEN CO2 SYSTEMS	970-4820203	PAUL BORTH	REC CENTER	06/17/2016	946.02
HACH COMPANY	LOVELAND	TODD OSBORNE	WATER	06/24/2016	122.47
HACH COMPANY	LOVELAND	ROBERT CARRA	WATER	06/22/2016	566.94
HACH COMPANY	LOVELAND	ERIK SWIATEK	PARKS	06/23/2016	394.73
HAYNEEDLE INC	18888804884	JOANN MARQUES	REC CENTER	07/06/2016	283.72
HOBBY LOBBY #21	LOUISVILLE	KRISTEN BODINE	LIBRARY	07/19/2016	53.15
HOBBY LOBBY #21	LOUISVILLE	LARISSA COX	REC CENTER	07/09/2016	70.58
HOBBY LOBBY #21	LOUISVILLE	KIM CONTINI	REC CENTER	06/23/2016	14.97
HOBBY LOBBY #21	LOUISVILLE	KRISTEN BODINE	LIBRARY	06/21/2016	24.28
HOBBY LOBBY #21	LOUISVILLE	LARISSA COX	REC CENTER	06/20/2016	6.98
HOLLAND SUPPLY INC	616-396-4678	DENNIS COYNE	PARKS	07/07/2016	674.59
HOMEDPOT.COM	800-430-3376	KAREN FREITER	LIBRARY	07/08/2016	158.00
HOTSY EQUIPMENT COMP	BOULDER	STEVE HITE	OPERATIONS	07/05/2016	15.20
ICMA ONLINE PURCHASES	08007458780	DAWN BURGESS	CITY MANAGER	07/01/2016	655.00
IDEXX DISTRIBUTION INC	02075564294	RUSSELL K BROWN	WATER	07/20/2016	291.38
IN *COURSETRENDS	800-9940661	DAVID BARIL	GOLF COURSE	07/15/2016	199.00
IN *ECO GOLF	574-7722120	DAVID BARIL	GOLF COURSE	07/19/2016	280.00
IN *FLOATING ISLANDS W	209-2861445	CATHERINE JEPSON	PARKS	07/06/2016	969.01
INSTANT IMPRINTS	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/14/2016	48.00
INSTANT IMPRINTS	LOUISVILLE	STEVE HITE	OPERATIONS	07/12/2016	324.00
INSTANT IMPRINTS	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	06/28/2016	592.50

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
INSTANT IMPRINTS	LOUISVILLE	FRANCIS H TRICKEL	WATER	06/21/2016	113.56
JAX RANCH & HOME	LAFAYETTE	JEFFREY ROBISON	OPERATIONS	06/29/2016	129.99
JAX RANCH & HOME	LAFAYETTE	JOE FERRERA	PARKS	06/24/2016	48.45
JOHNSTONE SUPPLY OF DE	DENVER	BRETT TUBBS	FACILITIES	06/27/2016	79.19
JUMPBUNCH DENVER	DENVER	MEGAN FRASER	REC CENTER	06/30/2016	255.00
KING SOOPERS #0013	LOUISVILLE	CHERYL KELLER	POLICE	07/20/2016	28.02
KING SOOPERS #0013	LOUISVILLE	CHERYL KELLER	POLICE	07/20/2016	-1.21
KING SOOPERS #0013	LOUISVILLE	LARISSA COX	REC CENTER	07/18/2016	11.07
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	07/14/2016	109.18
KING SOOPERS #0013	LOUISVILLE	ERIK SWIATEK	PARKS	07/12/2016	24.95
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/11/2016	122.99
KING SOOPERS #0013	LOUISVILLE	CATHERINE JEPSON	PARKS	07/08/2016	32.05
KING SOOPERS #0013	LOUISVILLE	KRISTEN BODINE	LIBRARY	06/29/2016	5.77
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/29/2016	33.97
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/27/2016	244.25
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/20/2016	-3.99
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/20/2016	61.60
KING SOOPERS #0055	WESTMINSTER	RACHEL DUCEY	REC CENTER	07/05/2016	9.95
KINSCO	LONGMONT	DAVE HINZ	POLICE	07/11/2016	216.00
KUM & GO #0934	WELLINGTON	JUSTIN ELKINS	WASTEWATER	07/12/2016	20.00
L.L. JOHNSON DIST	03033201270	KRISTOPHER JAGGERS	GOLF COURSE	07/20/2016	251.62
L.L. JOHNSON DIST	03033201270	RON CHOATE	OPERATIONS	07/12/2016	16.88
L.L. JOHNSON DIST	DENVER	KRISTOPHER JAGGERS	GOLF COURSE	07/11/2016	240.48
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/06/2016	70.75
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/06/2016	167.94
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/06/2016	209.38
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/06/2016	31.64
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/06/2016	44.23
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/06/2016	209.38
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/06/2016	89.88
L.L. JOHNSON DIST	03033201270	MASON THOMPSON	OPERATIONS	06/30/2016	563.73
L.L. JOHNSON DIST	03033201270	RON CHOATE	OPERATIONS	06/21/2016	107.33
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	07/07/2016	6,512.57
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	07/07/2016	82.53
LEXISNEXIS RISK DAT	08883328244	JEFFREY FISHER	POLICE	07/03/2016	130.25
LIGHTING ACCESSORY	ENGLEWOOD	CHERYL KELLER	POLICE	06/20/2016	385.00
LOUISVILLE CHAMBER OF	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	07/05/2016	407.00
LOUISVILLE FOOD FUEL	LOUISVILLE	JEFFREY ROBISON	OPERATIONS	07/11/2016	9.99
LOUISVILLE FOOD FUEL	LOUISVILLE	JEFFREY ROBISON	OPERATIONS	07/11/2016	-3.35
LOUISVILLE FOOD FUEL	LOUISVILLE	JEFFREY ROBISON	OPERATIONS	06/20/2016	10.34
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	07/20/2016	16.50
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/20/2016	4.36

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	07/20/2016	68.73
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/18/2016	34.95
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	07/18/2016	6.47
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/17/2016	-29.42
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/16/2016	27.12
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/16/2016	29.42
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/15/2016	46.67
LOWES #00220*	LOUISVILLE	KATIE MEYER	REC CENTER	07/15/2016	11.91
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	07/14/2016	4.47
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	07/14/2016	27.92
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	07/13/2016	13.98
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/11/2016	112.90
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	07/11/2016	29.94
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/10/2016	41.94
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	07/09/2016	15.68
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/09/2016	27.96
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	07/08/2016	20.72
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/08/2016	35.43
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	07/07/2016	34.72
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/07/2016	7.48
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/06/2016	15.72
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	07/06/2016	12.32
LOWES #00220*	LOUISVILLE	BEN REDARD	POLICE	07/05/2016	19.96
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	07/05/2016	39.97
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	07/05/2016	118.95
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	07/05/2016	30.52
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/03/2016	1.24
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/02/2016	9.44
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/01/2016	4.99
LOWES #00220*	LOUISVILLE	HUGO ROMERO	OPERATIONS	06/30/2016	17.97
LOWES #00220*	LOUISVILLE	DAVID ALDERS	PARKS	06/29/2016	40.42
LOWES #00220*	LOUISVILLE	JOANN MARQUES	REC CENTER	06/29/2016	49.96
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	06/28/2016	43.96
LOWES #00220*	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/28/2016	33.46
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	06/28/2016	26.62
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/28/2016	7.54
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/28/2016	4.99
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/28/2016	47.94
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	06/28/2016	5.00
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/27/2016	224.24
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/24/2016	4.98
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	06/24/2016	42.13

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	06/23/2016	56.86
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/23/2016	-19.98
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	06/23/2016	-6.67
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/23/2016	4.52
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	06/22/2016	50.98
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	06/22/2016	121.54
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/22/2016	25.13
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/22/2016	49.94
LOWES #00220*	LOUISVILLE	MASON THOMPSON	OPERATIONS	06/22/2016	26.94
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/21/2016	6.48
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/21/2016	138.12
LOWES #00220*	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/21/2016	10.94
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/20/2016	171.04
LOWES #00220*	LOUISVILLE	CRAIG DUFFIN	PUBLIC WORKS	06/20/2016	13.88
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	06/20/2016	87.58
LULU'S BBQ LLC	LOUISVILLE	JEFFREY FISHER	POLICE	07/12/2016	55.00
LAMARS DONUTS #45	LOUISVILLE	BEN REDARD	POLICE	06/26/2016	32.97
MADCAP THEATER	WESTMINSTER	AMANDA PERERA	REC CENTER	06/29/2016	500.00
MCCANDLESS TRUCK CENTE	AURORA	MASON THOMPSON	OPERATIONS	07/05/2016	342.47
MCGUCKIN HARDWARE	BOULDER	MICHAEL TOWERS	PARKS	07/18/2016	15.99
MCGUCKIN HARDWARE	BOULDER	PHIL LIND	FACILITIES	06/27/2016	14.29
MESA OIL INC	COMMERCE CITY	DAVID DEAN	GOLF COURSE	07/01/2016	25.00
MESSAGE MEDIA	MELBOURNE	MEREDYTH MUTH	CITY MANAGER	07/06/2016	900.00
MICHAELS STORES 2059	SUPERIOR	KIM CONTINI	REC CENTER	07/03/2016	14.99
MID-AIR ADVENTURES	THORNTON	RACHEL DUCEY	REC CENTER	07/06/2016	426.00
MILE HIGH TURFGRASS LL	03039880969	DAVID DEAN	GOLF COURSE	07/04/2016	686.00
MILE HIGH TURFGRASS LL	03039880969	DAVID DEAN	GOLF COURSE	06/22/2016	401.90
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	07/08/2016	-7.97
MMM SPEC AGG QUARRY	GOLDEN	HARLAN VITOFF	PARKS	07/07/2016	235.67
NALCO COMPANY POST-INV	06503051000	FRANCIS H TRICKEL	WATER	06/23/2016	332.64
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	07/19/2016	103.57
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	07/19/2016	1,657.24
NAPA AUTO PART 0026903	LOUISVILLE	DAVID ALDERS	PARKS	07/12/2016	36.07
NAPA AUTO PART 0026903	LOUISVILLE	VICKIE ILKO	OPERATIONS	07/11/2016	59.64
NATIONAL TRUST FOR HIS	202-5886000	LAUREN TRICE	PLANNING	07/08/2016	250.00
NEVE'S UNIFORMS &	DENVER	KELSEY HARTER	PARKS	06/29/2016	27.95
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	07/06/2016	6.35
O MEARA FORD	NORTHGLENN	RON CHOATE	OPERATIONS	07/20/2016	20.66
O MEARA FORD	NORTHGLENN	RON CHOATE	OPERATIONS	07/05/2016	254.48
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	06/17/2016	-380.08
O.C.P.O. /C.E.C.T.I.	303-3948994	JEFFREY ROBISON	OPERATIONS	07/20/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	NATHAN LANPHERE	OPERATIONS	07/20/2016	55.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
O.C.P.O. /C.E.C.T.I.	303-3948994	THOMAS CZAJKA	OPERATIONS	07/20/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JEFFREY ROBISON	OPERATIONS	07/20/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	07/19/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	TERRELL PHILLIPS	WATER	07/14/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	07/14/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	TERRELL PHILLIPS	WATER	07/14/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	TERRELL PHILLIPS	WATER	07/13/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	NATHAN LANPHERE	OPERATIONS	07/11/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	NATHAN LANPHERE	OPERATIONS	07/07/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	NATHAN LANPHERE	OPERATIONS	07/07/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	NATHAN LANPHERE	OPERATIONS	07/07/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	07/06/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	07/06/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	07/06/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	TERRELL PHILLIPS	WATER	07/05/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	07/05/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	TERRELL PHILLIPS	WATER	07/05/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	TERRELL PHILLIPS	WATER	07/05/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	07/05/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	06/30/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	06/28/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	06/23/2016	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	TERRELL PHILLIPS	WATER	06/23/2016	60.00
OFFICEMAX CT*IN#081626	877-969-6629	MONICA GARLAND	BUILDING SAFETY	06/21/2016	5.78
OFFICEMAX CT*IN#379054	877-969-6629	MONICA GARLAND	BUILDING SAFETY	06/21/2016	58.31
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	DAVID BARIL	GOLF COURSE	07/13/2016	46.98
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	ROBERT CARRA	WATER	06/29/2016	28.96
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	RONDA ROMERO	HUMAN RESOURCES	06/29/2016	110.16
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	KELSEY HARTER	PARKS	06/27/2016	6.49
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	ERICA BERZINS	POLICE	06/22/2016	79.98
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	DAVID BARIL	GOLF COURSE	06/21/2016	61.23
ONE LOVE GARDEN SUPPLY	BOULDER	CATHERINE JEPSON	PARKS	07/08/2016	10.63
ORIENTAL TRADING CO	402-9393111	KRISTEN BODINE	LIBRARY	07/19/2016	52.99
O'TOOLE'S GARDEN CENTE	WESTMINSTER	DAVID DEAN	GOLF COURSE	06/28/2016	243.94
O'TOOLE'S GARDEN CENTE	WESTMINSTER	DAVID DEAN	GOLF COURSE	06/27/2016	-19.45
O'TOOLE'S GARDEN CENTE	WESTMINSTER	DAVID DEAN	GOLF COURSE	06/27/2016	252.39
PARKER STORE LOUISVILL	303-762-6512	THOMAS CZAJKA	OPERATIONS	07/20/2016	30.52
PARKER STORE LOUISVILL	303-762-6512	GARY DAMIANA	OPERATIONS	07/15/2016	5.88
PARKER STORE LOUISVILL	303-762-6512	CHRIS LICHTY	PARKS	07/01/2016	151.60
PARKER STORE LOUISVILL	303-762-6512	KRISTOPHER JAGGERS	GOLF COURSE	06/24/2016	109.42
PARKER STORE LOUISVILL	303-762-6512	VICKIE ILKO	OPERATIONS	06/21/2016	65.45
PARKER STORE LOUISVILL	303-762-6512	VICKIE ILKO	OPERATIONS	06/21/2016	79.87

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	06/21/2016	266.10
PAULINO GARDENS	DENVER	MARYANN DORNFELD	PARKS	06/21/2016	372.00
PAULINO GARDENS INC	DENVER	BOB BERNHARDT	PARKS	07/05/2016	14.36
PAULINO GARDENS INC	DENVER	BOB BERNHARDT	PARKS	06/30/2016	25.58
PAULINO GARDENS INC	DENVER	BOB BERNHARDT	PARKS	06/27/2016	57.53
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	07/05/2016	19.95
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	07/05/2016	172.15
PAYPAL *APACOLORADO	3034956994	RONDA ROMERO	HUMAN RESOURCES	07/18/2016	15.00
PAYPAL *AVANTDATACO	4029357733	JULIE SEYDEL	REC CENTER	07/18/2016	315.00
PAYPAL *CBDESIGNLLC	4029357733	EMBER K BRIGNULL	PARKS	06/22/2016	600.00
PAYPAL *IAPE	4029357733	ERICA BERZINS	POLICE	06/22/2016	375.00
PAYPAL *IDEALBEVERA	4029357733	DAVID BARIL	GOLF COURSE	06/27/2016	106.77
PAYPAL *IMAGESUPPLY	8007486535	REMY RODRIGUES	IT	07/18/2016	8.95
PAYPAL *JAKESKUZINS	4029357733	REMY RODRIGUES	IT	06/29/2016	-12.49
PAYPAL *JPMC INC	4029357733	REMY RODRIGUES	IT	06/22/2016	189.99
PAYPAL *PEN SAVINGS	4029357733	REMY RODRIGUES	IT	07/18/2016	14.50
PGA MEMBER INFO SRVCS	08004742776	DAVID BARIL	GOLF COURSE	07/01/2016	554.00
PIONEER SAND CO 15	BROOMFIELD	ERIK SWIATEK	PARKS	06/28/2016	-40.25
PIONEER SAND CO 15	BROOMFIELD	ERIK SWIATEK	PARKS	06/28/2016	107.17
PIONEER SAND CO HQ	COLORADO SPRI	DANIEL PEER	PARKS	07/12/2016	103.51
PIONEER SAND CO HQ	COLORADO SPRI	DAVID DEAN	GOLF COURSE	06/28/2016	191.89
PLOTTER SUPPLIES INC	03034502900	ANGELA NORENE	OPERATIONS	06/30/2016	699.88
POLICE DEPARTMENT	WESTMINSTER	JEFFREY FISHER	POLICE	06/27/2016	250.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	07/14/2016	529.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	07/07/2016	405.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	07/05/2016	617.00
PREMIER CHARTERS	03032892222	KATHY MARTIN	REC CENTER	06/28/2016	-92.88
PREMIER CHARTERS	03032892222	KATHY MARTIN	REC CENTER	06/20/2016	1,350.00
PUSH PEDAL PULL-CORPOR	06055752136	KATHY MARTIN	REC CENTER	06/30/2016	212.26
PWRD BY ZOLA* PEAK PE	NEW YORK	KURT KOWAR	PUBLIC WORKS	07/07/2016	19.95
PICA'S MEXICAN TAQUERI	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	07/06/2016	30.04
QDOBA MEXICAN GRILLQPS	LOUISVILLE	CHERYL KELLER	POLICE	07/20/2016	188.25
QDOBA MEXICAN GRILLQPS	LOUISVILLE	CHERYL KELLER	POLICE	07/13/2016	188.25
RANGE SERVANT AMERICA	07704488055	DAVID BARIL	GOLF COURSE	07/07/2016	642.07
RECREONICS INC	LOUISVILLE	PAUL BORTH	REC CENTER	07/06/2016	314.29
RED CROSS STORE	877-4002286	KAYLA FEENEY	REC CENTER	06/27/2016	105.36
RED WING SHOE STORE 0	BOULDER	GLEN SIEDENBURG	WATER	06/25/2016	140.24
RED WING SHOE STORE 0	BOULDER	GLEN SIEDENBURG	WATER	06/25/2016	107.99
REGIS UNIV PARKING	DENVER	MEREDYTH MUTH	CITY MANAGER	07/20/2016	3.00
REGIS UNIV PARKING	DENVER	MEREDYTH MUTH	CITY MANAGER	07/19/2016	3.00
REGIS UNIV PARKING	DENVER	MEREDYTH MUTH	CITY MANAGER	07/18/2016	3.00
ROADSAFE 3101	401-2534600	JEFF LEBECK	OPERATIONS	07/19/2016	251.38

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
ROADSAFE 3101	401-2534600	THOMAS CZAJKA	OPERATIONS	07/14/2016	377.07
ROADSAFE 3101	401-2534600	JEFF LEBECK	OPERATIONS	07/13/2016	502.76
ROADSAFE 3101	401-2534600	MICHAEL CLEVELAND	OPERATIONS	07/05/2016	308.85
ROBB'S BOULDER MUSIC	BOULDER	DAVID BARIL	GOLF COURSE	07/14/2016	140.00
ROCKY MOUNTAIN WATERJE	GREELEY	DAVID BARIL	GOLF COURSE	07/13/2016	386.25
ROCKYMTNSUNSCREEN	3039409803	AMANDA PERERA	REC CENTER	07/12/2016	425.77
ROCKYMTNSUNSCREEN ROCK	4029357733	AMANDA PERERA	REC CENTER	06/21/2016	-15.83
RURALKING.COM	02172357101	DAVE NICHOLS	OPERATIONS	06/29/2016	90.39
SAFE SYSTEMS INC	03034441191	POLLY A BOYD	PARKS	07/01/2016	122.55
SAFELITE ONLINE PAYMEN	01111111111	KRISTOPHER JAGGERS	GOLF COURSE	07/07/2016	276.00
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	06/24/2016	30.00
SHRED-IT DENVER	03032939170	CHERYL KELLER	POLICE	06/24/2016	30.00
SHRED-IT DENVER	03032939170	CHERYL KELLER	POLICE	06/24/2016	30.00
SITE ONE LANDSCAPES335	BROOMFIELD	CATHERINE JEPSON	PARKS	06/22/2016	40.89
SITE ONE LANDSCAPES335	BROOMFIELD	DAVID DEAN	GOLF COURSE	06/22/2016	22.13
SITE ONE LANDSCAPES335	BROOMFIELD	DAVID DEAN	GOLF COURSE	06/22/2016	143.60
SNAGAJOB	GLEN ALLEN	RONDA ROMERO	HUMAN RESOURCES	07/12/2016	-77.51
SNAGAJOB	GLEN ALLEN	RONDA ROMERO	HUMAN RESOURCES	07/07/2016	77.51
SNAGAJOB	GLEN ALLEN	RONDA ROMERO	HUMAN RESOURCES	07/03/2016	89.00
SOS REGISTRATION FEE	03038942200	DAVID D HAYES	POLICE	07/07/2016	10.00
SOURCE OFFICE PRODUCTS	303-9648100	DAWN BURGESS	CITY MANAGER	06/30/2016	50.66
SOURCE OFFICE PRODUCTS	GOLDEN	POLLY A BOYD	PARKS	06/23/2016	-33.24
SOURCE OFFICE PRODUCTS	303-9648100	LESLIE RINGER	HUMAN RESOURCES	06/28/2016	46.65
SOURCE OFFICE PRODUCTS	303-9648100	LESLIE RINGER	HUMAN RESOURCES	06/28/2016	30.23
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	06/24/2016	37.77
SOURCE OFFICE PRODUCTS	GOLDEN	POLLY A BOYD	PARKS	06/15/2016	-111.51
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	06/20/2016	137.26
SPEEDY SIGN WORKS INC	303-5302595	CHERYL KELLER	POLICE	07/15/2016	5.00
SPEEDY SIGN WORKS INC	LAFAYETTE	JEFF LEBECK	OPERATIONS	06/22/2016	60.00
SPORTSFIELD SPECIALTIE	DELHI	DIANE M KREAGER	FINANCE	07/01/2016	2,120.00
SQ *AQUATIC CHEMICA	877-417-4551	PAUL BORTH	REC CENTER	07/07/2016	947.40
SQ *BOULDER WATER W	877-417-4551	DENNIS COYNE	PARKS	07/06/2016	211.08
SQ *BOULDER WATER W	877-417-4551	DENNIS COYNE	PARKS	07/06/2016	605.11
SQ *HARLEQUIN'S GAR	BOULDER	CATHERINE JEPSON	PARKS	07/08/2016	106.65
STANLEY ACCESS TECHNOL	08606796442	JULIE SEYDEL	REC CENTER	07/16/2016	168.00
STAPLS7158137006000001	877-8267755	CHERYL KELLER	POLICE	06/22/2016	70.34
STAPLS7158137006000002	877-8267755	CHERYL KELLER	POLICE	06/22/2016	93.62
STAPLS7158137006001001	877-8267755	CHERYL KELLER	POLICE	07/06/2016	-23.90
STAPLS7159299517000001	877-8267755	DIANE M KREAGER	FINANCE	07/15/2016	1,474.30
STERICYCLE	08667837422	POLLY A BOYD	PARKS	06/26/2016	433.94
STK*SHUTTERSTOCK, INC.	866-663-3954	KATHY MARTIN	REC CENTER	07/04/2016	152.08
SUPPLYWORKS CORP	08565333261	ERIK SWIATEK	PARKS	07/11/2016	387.18

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SUPPLYWORKS CORP	08565333261	PATRICIA MORGAN	REC CENTER	07/06/2016	226.95
SUPPLYWORKS CORP	08565333261	ERIK SWIATEK	PARKS	07/01/2016	390.85
SUPPLYWORKS CORP	08565333261	ERIK SWIATEK	PARKS	06/17/2016	220.35
SURVEYMONKEY.COM	971-2445555	DIANE EVANS	REC CENTER	07/20/2016	204.00
SWEET COW	LOUISVILLE	KATHY MARTIN	REC CENTER	06/30/2016	43.12
SOURCE OFFICE AND TECH	GOLDEN	MEREDYTH MUTH	CITY MANAGER	07/14/2016	86.90
SOURCE OFFICE AND TECH	GOLDEN	LESLIE RINGER	HUMAN RESOURCES	07/12/2016	50.28
SOURCE OFFICE AND TECH	GOLDEN	ANGELA NORENE	OPERATIONS	07/12/2016	32.45
SOURCE OFFICE AND TECH	GOLDEN	POLLY A BOYD	PARKS	07/06/2016	25.26
SOURCE OFFICE AND TECH	GOLDEN	LESLIE RINGER	HUMAN RESOURCES	07/05/2016	70.89
TBS WESTERN REGION	9492674200	POLLY A BOYD	PARKS	06/22/2016	242.50
TFS*FISHER SCI HUS	800-766-7000	ROBERT CARRA	WATER	07/20/2016	781.08
THE HOME DEPOT #1506	LOUISVILLE	HARLAN VITOFF	PARKS	07/19/2016	8.58
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	07/19/2016	17.97
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	07/18/2016	6.47
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	07/18/2016	25.95
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	07/15/2016	11.99
THE HOME DEPOT #1506	LOUISVILLE	HARLAN VITOFF	PARKS	07/14/2016	27.22
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	07/14/2016	6.60
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	07/14/2016	34.12
THE HOME DEPOT #1548	BROOMFIELD	JOANN MARQUES	REC CENTER	06/20/2016	-10.98
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	07/13/2016	21.08
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	07/13/2016	24.97
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	07/13/2016	50.09
THE HOME DEPOT 1506	LOUISVILLE	JOE FERRERA	PARKS	07/13/2016	27.17
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	07/13/2016	25.41
THE HOME DEPOT 1506	LOUISVILLE	JOE FERRERA	PARKS	07/13/2016	34.84
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	07/13/2016	17.43
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/13/2016	45.51
THE HOME DEPOT 1506	LOUISVILLE	BRAD MCKENDRY	IT	07/12/2016	44.94
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/12/2016	21.45
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	07/11/2016	5.24
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	07/11/2016	36.67
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	07/11/2016	74.55
THE HOME DEPOT 1506	LOUISVILLE	MARYANN DORNFELD	PARKS	07/09/2016	12.74
THE HOME DEPOT 1506	LOUISVILLE	CATHERINE JEPSON	PARKS	07/08/2016	26.91
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	07/07/2016	11.68
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/07/2016	-6.74
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/07/2016	37.22
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	07/07/2016	11.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/07/2016	21.09
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	07/07/2016	11.48

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/06/2016	36.86
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/06/2016	36.00
THE HOME DEPOT 1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	07/06/2016	1.97
THE HOME DEPOT 1506	LOUISVILLE	ERIK SWIATEK	PARKS	07/06/2016	5.91
THE HOME DEPOT 1506	LOUISVILLE	JEFF LEBECK	OPERATIONS	07/05/2016	84.84
THE HOME DEPOT 1506	LOUISVILLE	JOE FERRERA	PARKS	07/05/2016	12.88
THE HOME DEPOT 1506	LOUISVILLE	MARYANN DORNFELD	PARKS	07/05/2016	38.87
THE HOME DEPOT 1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/02/2016	5.48
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/01/2016	1.64
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	06/30/2016	100.00
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	06/30/2016	9.60
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/30/2016	\$ 56.19
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	06/30/2016	7.16
THE HOME DEPOT 1506	LOUISVILLE	NATHAN LANPHERE	OPERATIONS	06/30/2016	15.48
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	06/29/2016	25.71
THE HOME DEPOT 1506	LOUISVILLE	KIM CONTINI	REC CENTER	06/29/2016	29.80
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/29/2016	21.32
THE HOME DEPOT 1506	LOUISVILLE	MARYANN DORNFELD	PARKS	06/28/2016	37.98
THE HOME DEPOT 1506	LOUISVILLE	JOE FERRERA	PARKS	06/28/2016	75.32
THE HOME DEPOT 1506	LOUISVILLE	JEFFREY FISHER	POLICE	06/28/2016	22.20
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	06/28/2016	19.97
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/27/2016	19.92
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	06/27/2016	3.82
THE HOME DEPOT 1506	LOUISVILLE	FRANCIS H TRICKEL	WATER	06/26/2016	61.29
THE HOME DEPOT 1506	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	06/23/2016	15.91
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/23/2016	6.98
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	06/23/2016	11.80
THE HOME DEPOT 1506	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	06/23/2016	52.83
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	06/22/2016	55.28
THE HOME DEPOT 1506	LOUISVILLE	CRAIG DUFFIN	PUBLIC WORKS	06/20/2016	27.94
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/20/2016	60.89
THE LIFEGUARD STORE IN	309-451-5858	KATIE MEYER	REC CENTER	07/02/2016	137.20
THE SAGE CORPORATION	CAMP HILL	HARLAN VITOFF	PARKS	06/24/2016	-175.00
THE TREE FARM	03036522961	ALLAN GILL	PARKS	06/27/2016	874.00
THE UPS STORE #5183	SUPERIOR	JUSTIN ELKINS	WASTEWATER	07/18/2016	56.62
TIFCO INDUSTRIES INC	02815716000	BRETT TUBBS	FACILITIES	07/20/2016	339.64
TRINITYANIM	8165250103	MONICA GARLAND	BUILDING SAFETY	06/20/2016	785.00
TUNDRA SPECIALTIES INC	03034404142	DAVID BARIL	GOLF COURSE	07/05/2016	28.99
THE HUCKLEBERRY	LOUISVILLE	HEATHER BALSER	CITY MANAGER	07/11/2016	54.95
THE HUCKLEBERRY	LOUISVILLE	MALCOLM H FLEMING	CITY MANAGER	06/30/2016	56.70
THE HUCKLEBERRY	LOUISVILLE	MALCOLM H FLEMING	CITY MANAGER	06/28/2016	32.65
UNITED AIRLINES	800-932-2732	BRIDGET BACON	LIBRARY	06/28/2016	320.70

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/27/2016	46.50
UPS*1ZEGT5420395010217	800-811-1648	REMY RODRIGUES	IT	06/22/2016	13.94
USA BLUE BOOK	08004939876	GLEN SIEDENBURG	WATER	07/20/2016	224.07
USA BLUE BOOK	08004939876	ROBERT CARRA	WATER	07/19/2016	897.05
USA BLUE BOOK	08004939876	TODD OSBORNE	WATER	07/05/2016	95.55
USA BLUE BOOK	08004939876	TODD OSBORNE	WATER	06/23/2016	128.21
USPS 07567002330362917	LOUISVILLE	TERRELL PHILLIPS	WATER	07/14/2016	11.40
USPS 07567002330362917	LOUISVILLE	DAWN BURGESS	CITY MANAGER	07/12/2016	25.88
USPS 07567002330362917	LOUISVILLE	FRANCIS H TRICKEL	WATER	07/11/2016	7.36
USPS.COM CLICK66100611	WASHINGTON	DAVID BARIL	GOLF COURSE	07/14/2016	7.75
VBCRP RESERVATIONS	BEAVER CREEK	DIANE M KREAGER	FINANCE	06/21/2016	1,066.39
VOC*ICONTACTEMAIL MKT	877-9683996	SUZANNE JANSSEN	CITY MANAGER	07/01/2016	15.20
VOICES CARRY CAC	9704079739	JEFFREY FISHER	POLICE	06/23/2016	30.00
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	07/19/2016	767.70
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	07/19/2016	131.38
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	07/07/2016	1,322.50
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	07/05/2016	20.00
WAL-MART #1045	LAFAYETTE	JOANN MARQUES	REC CENTER	06/18/2016	-7.88
WALGREENS #4025	BROOMFIELD	RACHEL DUCEY	REC CENTER	06/26/2016	13.86
WALGREENS #4468	WESTMINSTER	RACHEL DUCEY	REC CENTER	07/16/2016	17.40
WALGREENS #4468	WESTMINSTER	RACHEL DUCEY	REC CENTER	07/10/2016	18.91
WALGREENS #4468	WESTMINSTER	RACHEL DUCEY	REC CENTER	07/05/2016	34.70
WALGREENS #7006	LOUISVILLE	JOANN MARQUES	REC CENTER	06/29/2016	32.47
WALGREENS #7006	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/27/2016	3.99
WATERLOO ICEHOUSE	LOUISVILLE	KENNETH SWANSON	BUILDING SAFETY	07/08/2016	45.50
WAYFAIR*WAYFAIR	WAYFAIR.COM	KAREN FREITER	LIBRARY	06/28/2016	85.99
WENDY'S #304	BROOMFIELD	RACHEL DUCEY	REC CENTER	06/22/2016	65.34
WINFIELD SOLUTIONS	06513752713	DAVID DEAN	GOLF COURSE	07/06/2016	510.00
WM SUPERCENTER #3824	WESTMINSTER	ERICA BERZINS	POLICE	06/21/2016	42.85
WW GRAINGER	877-2022594	GLEN SIEDENBURG	WATER	07/15/2016	286.80
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	06/29/2016	85.13
WWW.NORTHERNSAFETY.COM	800-625-1591	ERIK SWIATEK	PARKS	07/21/2016	354.87
WWW.NORTHERNSAFETY.COM	800-625-1591	ERIK SWIATEK	PARKS	07/21/2016	62.14
WWW.NORTHERNSAFETY.COM	800-625-1591	VICKIE ILKO	OPERATIONS	07/15/2016	314.52
YOURMEMBER-CAREERS	7274976573	RONDA ROMERO	HUMAN RESOURCES	06/28/2016	200.00
ZUCCA RISTORANTE	LOUISVILLE	MALCOLM H FLEMING	CITY MANAGER	07/05/2016	43.00
		LESLIE RINGER	HR	07/20/2016	-198.05
		ROBIN BROOKHART	HR	07/20/2016	-77.52
		ALLAN GILL	PARKS	07/20/2016	-114.40
		DENNIS COYNE	PARKS	07/20/2016	-377.33
		DIANE EVANS	REC CENTER	07/20/2016	-7.95
		BRETT TUBBS	FACILITIES	07/20/2016	-39.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
TOTAL					\$ 101,864.12

City Council Meeting Minutes

**August 2, 2016
City Hall, Council Chambers
749 Main Street
6:00 PM**

SPECIAL MEETING – EXECUTIVE SESSION

Call to Order – Mayor Pro Tem Lipton called the meeting to order at 6:00 p.m.

Roll Call was taken and the following members were present:

City Council: *Mayor Robert Muckle, Mayor Pro Tem Lipton; City Council members Sue Loo, Ashley Stolzmann, Jeff Lipton, Jay Keany and Chris Leh*

Staff Present: *Malcolm Fleming, City Manager
Carol Hanson, Deputy City Clerk
Sam Light, City Attorney*

EXECUTIVE SESSION

CITY MANAGER ANNUAL EVALUATION

Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f)
– Authorized topics

Mayor Pro Tem Lipton noted the Mayor is requesting the City Council convene an Executive Session for the purpose of conducting an Annual Performance Review of the City Manager.

City Attorney Light introduced the request for executive session.

Deputy City Clerk Hanson read Section 2.90.050 – Public statement of the Louisville Municipal Code, which outlines the topics permitted for discussion in an executive session.

City Attorney Light stated the authority to conduct this executive session: Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) – Authorized topics.

City of Louisville

City Council 749 Main Street Louisville CO 80027
303.335.4533 (phone) 303.335.4550 (fax) www.louisvilleco.gov

MOTION: Mayor Muckle moved the City Council adjourn to executive session for the purpose of a performance review of the City Manager as authorized by the laws noted by the City Attorney and the executive session include the City Council and the City Attorney seconded by Council member Loo. The motion carried by a vote of 7-0.

The City Council adjourned to executive session at 6:03 p.m.

The Special City Council meeting reconvened at 7:06 p.m.

CITY ATTORNEY REPORT ON THE EXECUTIVE SESSION

City Attorney Light reported in executive session, the City Council discussed the annual performance review of the City Manager and Council desires to now conduct the regular meeting and re-convene the executive session after the meeting.

7:00 PM

Call to Order – Mayor Muckle called the meeting to order at 7:07 p.m.

Roll Call was taken and the following members were present:

City Council: *Mayor Muckle, Mayor Pro Tem Jeff Lipton, City Council members: Jay Keany, Chris Leh, Susan Loo, Dennis Maloney, Ashley Stolzmann*

Staff Present: *Malcolm Fleming, City Manager
Heather Balsler, Deputy City Manager
Kevin Watson, Finance Director
Scott Robinson, Planner II
Robert Zuccaro, Planning & Building Safety Director
Joe Stevens, Parks and Recreation Director
David Hayes, Police Chief
Carol Hanson, Deputy City Clerk*

Others Present: *Sam Light, City Attorney*

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda, moved to approve the agenda adding the executive session at the end of the regular meeting, seconded by Council member Maloney. All were in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Logan Mueller, 1101 Spruce St., expressed concern about the downtown construction projects and the impact on residents. He asked for a better process for future construction.

Debby Fahey, 1118 W. Enclave Circle thanked Public Works for the good work on McCaslin Boulevard. She asked why there are still work zone signs on Hwy. 36.

APPROVAL OF THE CONSENT AGENDA

Mayor Muckle called for changes to the consent agenda and hearing none, moved to approve the consent agenda, seconded by Council member Leh. All were in favor.

- A. *Approval of Bills***
- B. *Approve July 19, 2016 minutes***
- C. *Approve Special Meetings on August 9, 2016 and August 30, 2016 at 7:00 PM***
- D. *Approve Resolution No. 37, Series 2016 – A Resolution Approving a Grant Agreement Between the Colorado Department of Transportation and the City of Louisville Concerning a Faster Safety Grant for Construction of the State Highway 42 and Short Street Project***
- E. *Approve Joint Stipulation and Agreement Resolving City Participation in Maes Quiet Title Action – 1145 Pine Street – Boulder County District Court Case No. 216-CV-30472***
- F. *Award Bid for 2016 Sanitary Sewer Main Replacement***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Council member Loo asked for an announcement on quiet zones and thanked those involved in making it happen. Mayor Muckle noted there was money set aside for improvements on the Northwest Rail which can be used for quiet zones at railroad crossings.

CITY MANAGER'S REPORT

City Manager Fleming reported on the following:

- Work on Hwy. 36 is continuing at night.
- Will take a look at Spruce Street construction to minimize impact to residents

REGULAR BUSINESS

RELAY FOR LIFE PROCLAMATION

Mayor Muckle proclaimed July 31 through August 6, 2016 as Relay for Life Week.

The American Cancer Society will hold its annual Relay for Life of East Boulder County on August 6 at Waneka Lake in Lafayette. Angie Layton, Event Chair of the Relay for Life of East Boulder County accepted the proclamation.

SUBMISSION OF TABOR BALLOT ISSUES TO THE LOUISVILLE VOTERS FOR A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016

ORDINANCE NO. 1723, SERIES 2016 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT AND PROPERTY TAXES FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, AND AUTHORIZING OTHER ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION – 2nd Reading – Public Hearing

ORDINANCE NO. 1724, SERIES 2016 – AN ORDINANCE IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER AND POOL FACILITIES AT MEMORY SQUARE PARK, AND TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016 – 2nd Reading –Public Hearing

Mayor Muckle called for a City Attorney introduction.

City Attorney light introduced Ordinance No. 1723, Series 2016 and Ordinance 1724, Series 2016.

Mayor Muckle opened the public hearing on both ordinances and called for a staff presentation.

Deputy City Manager Balsler noted Ordinance No. 1723, Series 2016, would submit to the voters of the City of Louisville a TABOR ballot issue to increase debt and property

taxes to construct, expand, and renovate the Louisville Recreation/Senior Center and the pool facilities at Memory Square Park.

- Debt amount of \$28.6 million
- Equates to 3.35 mills
- Assumes a relatively flat growth rate in assessed valuation
- Assumes interest rate on bonds of 4.138% and a 25 year term
- Total amount of debt service, both principal and interest over 25 years is approximately \$45,400,000

3.35 mills equates to annual increase in property taxes of

- \$107 on a \$400,000 house
- \$133 on a \$500,000 house

Ordinance No. 1724, Series 2016, imposes an additional 0.15 percent sales and use tax beginning January 1, 2018 for operating and maintaining the Louisville Recreation/Senior Center and the pool facilities at Memory Square Park.

- .15 percent sales and use tax generate approximately \$575,000 annually in revenue
- An additional 15 cents on every \$100 spent
- To cover the additional operations and maintenance necessary for the expanded and renovated facilities
- Ongoing beyond the 25 year debt financing
- Begin collection in January 2018
- Only imposed if financing for the construction is approved
- Best estimate on the 2018 sales and use tax necessary to collect \$575,000 annually
- Under TABOR should the amount collected exceed \$575,000 in the first year only, the City would need to refund the excess revenue unless additional voter approval to retain the excess

Mayor Muckle called for public comment and hearing none, called for Council comment.

Council member Keany asked what the offset would be when the Library bond debt service goes away. Finance Director Watson noted the net on a \$500,000 home would be a reduction from \$133 to \$75.

Mayor Muckle noted there had been some concern about this project being too large and stated this is part of why it is being referred to the voters.

Council member Keany felt the expanded aquatic facility with indoor/outdoor use addresses the outdoor aquatic center concern and allows for 12 months of use.

Mayor Muckle closed the public hearing.

City Attorney Light noted the number and letter of the ballot question noted in Ordinance No. 1724 has still not been determined by the County Elections Division and will be added to the ballot language when assigned.

MOTION: Council member Loo moved to approve Ordinance No. 1723, Series 2016, seconded by Mayor Muckle. Roll Call Vote: 7-0.

MOTION: Council member Loo moved to approve Ordinance No. 1724, Series 2016, seconded by Mayor Muckle. Roll Call Vote: 7-0

SOLAR ENERGY CAPACITY COMMITMENT AGREEMENT WITH CLEAN ENERGY COLLECTIVE AND RELATED LEASE PURCHASE AGREEMENT WITH ALPINE BANK

RESOLUTION NO. 38, SERIES 2016 - A RESOLUTION APPROVING A CAPACITY COMMITMENT AGREEMENT AND RELATED AGREEMENTS WITH CLEAN ENERGY COLLECTIVE FOR SOLAR PRODUCTION CAPACITY TOTALING 400 KILOWATTS

ORDINANCE NO. 1726, SERIES 2016 - AN ORDINANCE OF THE CITY OF LOUISVILLE, COLORADO AUTHORIZING AND APPROVING A LEASE PURCHASE FINANCING FOR SOLAR PANELS WITH ALPINE BANK AND, IN CONNECTION THEREWITH, CERTAIN RELATED DOCUMENTS AND TRANSACTIONS - 1st Reading — Set Public Hearing August 16, 2016

Mayor Muckle called for a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1726, Series 2016.

City Manager Fleming noted this was a follow up from a discussion at the last Council meeting where staff was asked to bring forward a detailed proposal for consideration. The packet contains a capacity commitment agreement; the City would purchase 400 kilowatts of power from Clean Energy Collective in exchange for bill credits from Xcel Energy as well as a combined lease/purchase agreement for an additional 198 kilowatts of power. Panels would be leased in a Clean Energy facility in exchange for bill credits and renewable energy credits. Assuming an interest rate of 4.75% interest rate on the lease purchase for the first 5 years, there would be a break-even at slightly less than 10 years. Over the life of the agreements savings generated would be about \$280,000 compared to continuing to purchase the same amount of electricity from Excel. The figures assume energy costs continue at 2 percent annually based on US Energy

projections for the next 40 years. Projections are very long term but pursued with break-even point at 10 years or less. Alpine Bank just came back with a higher interest rate; City Manager Fleming suggested the ordinance be approved contingent on 4.75% interest rate or less for the first five years.

Mayor Pro Tem Lipton noted the decrease in interest rate in out years noted in the packet. He wondered if there could be a dedication of kilowatt hours to the recreation center.

City Manager Fleming said staff would evaluate what meters would net the greatest overall savings for the City.

Mayor Pro Tem Lipton suggested the City look for ways to increase the amount of energy derived from solar arrays.

Council member Maloney asked if the agreement allows for scaling up, increasing the kilowatts, without entering into another agreement. City Manager Fleming answered not on these particular facilities, the lease/purchase agreement would allow for buying outright after five years and thus reduce the lease payments.

Council member Stolzmann noted this is consistent with citizen input and felt this is positive, allows the City to de-peak the system, lower the bills and wanted to continue to look for ways to reduce the carbon footprint. She suggested alternatives be sought for financing if the interest rate was too high.

Amy Thompson, with Clean Energy Collective, thanked Council for pursuing solar. She noted they will work with the bank and the City to achieve the financing rate. She noted the lease is not a package that would go toward the recreation center. If there are other economically viable opportunities, she would let the City know.

Mayor Muckle was glad to see this acquisition of solar for the City and was interested in continuing to seek these opportunities.

MOTION: Council member Stolzmann moved to approve Resolution No. 38, Series 2016, seconded by Council member Loo. Roll Call Vote: 7-0

City Attorney Light noted the City Manager suggested a condition concerning the interest rate upon approval of Ordinance No. 1726 on first reading.

MOTION: Councilmember Keany made a motion to approve Ordinance 1726, Series 2016, an Ordinance approving a lease purchase agreement with Alpine Bank for 198.555 KW of community solar capacity with Clean Energy Collective on 1st Reading, upon the condition that the lease to be executed provide for financing that, for at least the remainder of the initial five-year period, is at an interest rate of no more than 4.75%,

and set the public hearing for August 16, 2016. The motion was seconded by Councilmember Stolzmann. All in favor.

ORDINANCE NO. 1725, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I – 2nd Reading – Public Hearing

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1725, Series 2016.

Mayor Muckle opened the public hearing and called for a staff presentation.

Scott Robinson, Planner II, noted this is a request for rezoning of property in the Business Center at CTC.

The property is

Located in CTC

Property zoned PCZD-C

Requesting to rezone to PCZD-I

Governed by Business Center at CTC General Development Plan (GDP)

Property to the south rezoned to PCZD-I last year

CDDSG currently applies

Applicant requests IDDSG to apply if approved

Rezoning must meet one of the four following criteria to be approved, per section 17.44.050 of the LMC:

1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the city's comprehensive plan;
Based on the history there is no indication the property was zoned in error.

2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area;
The CTC has seen significant development in the last few years, with many new buildings and tenants and the number of vacant lots decreasing. The area has changed by building out at a density too low to support commercial uses, and rezoning to industrial would encourage development of the parcel.

An alternative view is that, given the current and planned new development in the CTC, it may be prudent to wait longer for commercial demand to increase. The change in the area is the buildout of the properties in conformance with the adopted plans and zoning, which is not a change to such a degree that rezoning is warranted.

3. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the city's comprehensive plan, and such rezoning will be consistent with the policies and goals of the comprehensive plan; or

There is no specific use proposed for the property at this time, but it would remain privately owned and be zoned commercial, so there is no indication that a desired community-related use would be developed.

4. The rezoning would only permit development which, if evaluated as a proposed annexation under the annexation standards and procedures codified in title 16, would qualify for annexation.

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

The comprehensive plan calls for a mix of commercial and industrial uses in the area, so both the existing and proposed uses would be appropriate. However, considering this is one of two remaining undeveloped commercial parcels in the CTC, rezoning it would limit the ability to achieve the desired mix.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission. The proposed zoning, PZCD-I, is the same as the property immediately to the south, and most of the other properties in the Business Center at CTC, so could be considered reasonable.

When the Business Center at CTC GDP was approved the CDDSG applied not only to the three properties zoned PCZD-C, but also to properties zoned PCZD-I adjacent to Hwy 42. The applicant requests the applicable design standards be changed from the CDDSG to the IDDSG, which may change the character of the overall development plan.

Altering the applicable design standards for the property in question from the CDDSG to the IDDSG would create an inconsistent frontage along Hwy 42 and go against the goal of having the most prominent properties meet the higher design standards of the CDDSG. Therefore, if the GDP amendment is approved, staff recommends a condition requiring any development to still comply with the CDDSG.

Staff recommends denial of Ordinance No. 1725, Series 2016, rezoning Lot 1, Block 3, Business Center at CTC and amending the Business Center at CTC General Development Plan.

If approved, staff recommends the following condition:

1. The Louisville Commercial Development Design Standards and Guidelines shall remain the applicable development standards for Lot 1, Block 3, Business Center at CTC.

Planning Commission recommended approval with the following condition:

1. Principal structures on Lot 1, Block 3, Business Center at CTC shall be set back at least 100 feet from the north property line.

Mayor Muckle called for Council questions and hearing none called for an applicant presentation.

APPLICANT PRESENTATION

Jim Vasbinder, with Etkin Johnson, 1312 Larimer St., Denver, CO passed out site plans to Council. Mr. Vasbinder noted this parcel was part of the Louisville Business Center when the northern portion was re-platted. Buffers were created around this property with increased rights of way and conservation easements. He noted Etkin Johnson would like the zoning to be PCZD-I and the Industrial guidelines apply. An industrial building could then be built similar to the one to the south. There has been demand shown for this type of building. The commercial guidelines do not lend themselves to a building of this size. Etkin Johnson would agree to the Planning Commission condition.

Council member Keany wanted to see landscaping along Highway 42. Mr. Vasbinder expressed willingness to comply.

Council member Loo considers this a gateway and was not sure a huge industrial building at that corner was ideal. Mr. Vasbinder noted it would be a large building and suggested the additional landscaping, berm and additional set back could help to make the building more attractive. Etkin Johnson could also put in a sign on the corner of Highway 42 to create a gateway.

Council member Keany suggested adding color and interest to the building. Mr. Vasbinder noted the history of Etkin Johnson buildings generating money for the City. The vacant property does not benefit either Etkin Johnson or the City. Their buildings are fully leased. The design impact and feel of this building could be increased.

Mayor Pro Tem Lipton asked staff if there were still Planning principles to provide services to the workers in CTC. He noted there have been requests to change zoning due to the market and it would be hard to convert an industrial building to a retail use in the future. Planner Robinson noted there could be special review uses to provide some of those services.

Council member Loo asked how the City ensures the developer does the things suggested during this meeting.

City Attorney Light noted conditions could be imposed with the rezoning and could be reviewed during the PUD. The applicant could agree or disagree to the conditions.

Mr. Vasbinder noted a building could not be built on this site according to the commercial guidelines.

Mayor Muckle called for public comment.

Michael Menaker, 1827 W. Choke Cherry Drive noted it is important who the City partners with. Etkin Johnson has been a good partner. He did not see services/retail ever being built in CTC. He urged Council to approve and let staff and Etkin Johnson move forward. Council will see the result at PUD.

Mayor Muckle called for Council comments.

Council member Stolzmann went over the reasons to consider rezoning. She felt it reasonable to zone it industrial and enforce the commercial design guidelines.

Council member Leh felt the public interest was to rezone it, but was hesitant to zone it industrial and then try to impose commercial design guidelines.

Council member Maloney stated his support for the applicant.

Council member Loo noted life changes and plans can also, and asked staff to take Planning Commission's suggestion and to make sure any conditions are met.

Council member Keany remarked things have changed and supported enhancements with landscaping and architecture to go above industrial guidelines.

Council member Stolzmann noted this is only for rezoning and all the other buildings along this corridor have to follow the CDDSG.

Mr. Vasbinder recalled the reasoning and history was if the building at CTC was visible from downtown, it should follow the commercial guidelines. Mayor Pro Tem Lipton remembered designating it that way, too. He noted CTC is still an industrial park with scattered retail/commercial. He was not sure he wanted to set a precedent by rezoning.

Mayor Muckle called for public comment and heard none.

City Attorney Light noted the items included as part of the public hearing:
All application materials submitted by the applicant in connection with the GDP amendment rezoning application, all materials included in the City Council packet consisting of the staff communication and all attachments included with that communication, the public hearing notices and proof of publication and notice of this

hearing, all written referral and public comments received regarding the application, City zoning ordinances set forth in Title 17 of the Louisville Municipal Code, Citywide Comprehensive Plan, the Industrial and Commercial Development Design Standards and Guidelines and the two page conceptual site plan and one page buffer analysis presented by the applicant at the hearing.

Mayor Muckle moved those items be included as part of the record, seconded by Council member Loo. All in favor.

Mayor Muckle closed the public hearing.

Mayor Muckle agreed with rezoning and conditioning a high level of design.

MOTION: Council member Maloney moved to approve Ordinance No. 1725, Series 2016, with the following conditions added in Section 3:

- A. That development on the Property shall provide for landscaping and berming within Easement Area No. 2 and Outlot C meeting the standards of the City of Louisville Commercial Development Design Standards and Guidelines; shall provide for screening from Highway 42 of parking areas on the north side of the Property; and shall provide for architectural enhancements regarding building articulation, materials, texture and color, and treatment and screening of loading areas and other features above the standards of the City of Louisville Industrial Development Design Standards and Guidelines; otherwise, the development shall be governed by the Industrial Development Design Standards and Guidelines.
- B. That principal structures on Lot 1, Block 3, Business Center at CTC shall be set back at least 100 feet from the north property line.
- C. That development shall incorporate City/CTC entry features on Outlot C, acceptable to the City and determined at the time of PUD approval.
- D. The foregoing conditions shall be incorporated into the GDP prior to execution and recording.

Council member Leh seconded. Roll Call Vote: 5-2 Council member Stolzmann and Mayor Pro Tem Lipton voting no.

RESOLUTION NO. 36, SERIES 2016 – A RESOLUTION DENYING A REPLAT TO SUBDIVIDE A 15,000 SQUARE FOOT LOT INTO TWO LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FT VACATED ALLEY, BLOCK 4, JOHNSON’S FIRST ADDITION

Planner Robinson noted at their July 19, 2016 meeting, City Council held a public hearing to consider an application to subdivide the property at 105 Roosevelt Avenue. Council passed a motion directing staff to prepare a draft resolution for denial of the application and return the resolution to the City Council for consideration at their August 2nd meeting.

City Attorney Light noted as a reminder, Council closed the public hearing at the July 19, 2016 meeting, so reconsideration of the application would need to be re-noticed for a future hearing. He cautioned any public comment at this meeting should be concerning the resolution of denial being presented and not on the original application or any matters pertaining to asking Council to reconsider the decision made at the last meeting.

Chip Weincek, 672 West Pine accompanied by Creel and Pat Kerss, the applicants, asked Council not adopt Resolution No. 36, Series 2016 and open a new public hearing on the application to address issues brought up at the last public hearing.

Council members discussed procedural issues with the original application, the public hearing and the resolution of denial. It was noted staff was directed, after the public hearing, to bring forward this resolution for denial.

MOTION: Mayor Pro Tem Lipton moved Council approve Resolution No. 36, Series 2016, seconded by Mayor Muckle. Voice Vote – 4-2 Council member Loo and Council member Maloney voted no. Council member Keany abstained.

DISCUSSION/DIRECTION – POLICE DEPARTMENT 2017 – 2021 MASTER PLAN

Council agreed to discuss this at a future Council meeting.

ORDINANCE NO. 1727, SERIES 2016 – AN ORDINANCE AMENDING SECTIONS 13.08.040 AND 13.08.180 AND SECTION 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE REGARDING WATER SERVICE REGULATIONS AND WATER TAP FEES – 1st Reading – Set Public Hearing 08/16/2016

Mayor Muckle called for a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1727, Series 2016 and noted it was before Council on first reading.

Mayor Muckle moved Council approve Ordinance No. 1727, Series 2016 on first reading, order it published and set the public hearing for August 16, 2016, seconded by Council member Stolzmann. All in favor.

CITY ATTORNEY'S REPORT

Approval of Special Counsel Engagement

City Attorney Light noted the need to appoint special counsel for a sales and use tax matter. He asked Council to consider a motion to appoint Berg Hill Greenleaf Ruscitti as special counsel to the City for the defense of a sales and use tax appeal matter.

Council member Leh recused himself as his wife has represented this plaintiff and he did not want any appearance of conflict. He left the room.

Mayor Muckle moved to appoint Berg Hill Greenleaf Ruscitti to represent the City in these matters as suggested by the City Attorney, seconded by Council member Keany. All in favor. Council member Leh absent.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Council member Stolzmann noted some new technology items available for check out at the Library. There is a ten year celebration of the Library on Saturday.

Council member Keany noted the celebration at the Community Gardens on Thursday, August 4, 2016.

EXECUTIVE SESSION

CITY MANAGER ANNUAL EVALUATION

Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f)
– Authorized topics

Mayor Muckle requested the City Council re-convene an Executive Session for the purpose of conducting an Annual Performance Review of the City Manager.

City Attorney Light introduced the request for executive session.

Deputy City Clerk Hanson read Section 2.90.050 – Public statement of the Louisville Municipal Code, which outlines the topics permitted for discussion in an executive session.

City Attorney Light stated the authority to conduct this executive session: Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) – Authorized topics.

MOTION: Mayor Muckle moved the City Council adjourn to executive session for the purpose of a performance review of the City Manager as authorized by the laws noted

by the City Attorney and the executive session include the City Council and the City Attorney seconded by Council member Stolzmann. The motion carried by a vote of 7-0.

The City Council adjourned to executive session at 10:12 p.m.

The City Council meeting reconvened at 11:26 p.m.

CITY ATTORNEY REPORT ON THE EXECUTIVE SESSION

City Attorney Light reported in executive session, the City Council discussed the annual performance review of the City Manager and gave direction to the staff on how to proceed. An evaluation document will be brought to City Council for their consideration and shared with the City Manager.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Council member Keany. All were in favor. The meeting was adjourned at 11:28 p.m.

Robert P. Muckle, Mayor

Meredyth Muth, City Clerk

SUBJECT: APPROVE 6:00 PM START TIME FOR AUGUST 23 CITY
COUNCIL STUDY SESSION

DATE: AUGUST 16, 2016

PRESENTED BY: CITY MANAGER'S OFFICE

SUMMARY:

The City Council will be meeting with the Lafayette City Council at the August 23 Study Session. Lafayette has requested the meeting begin at 6:00 PM.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve 6:00 PM start time for August 23, 2016 Study Session

ATTACHMENT(S):

1. None

SUBJECT: RESOLUTION NO. 39, SERIES 2016 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2016 GENERAL ELECTION TO BE HELD NOVEMBER 8, 2016

DATE: AUGUST 16, 2016

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

The City Council has requested a special election on November 8, 2016 for the consideration of two TABOR questions to fund the expansion and operation of the Recreation/Senior Center and Memory Square Pool. The election is part of a coordinated election pursuant to the Uniform Election Code of 1992 (the “Code”) and the Rules and Regulations of the Colorado Secretary of State (the “Rules”). The general election held on November 8, 2016 will be conducted as a coordinated as a coordinated mail ballot election.

Attached is an intergovernmental agreement (IGA) with Boulder County for the conduct and administration of the general election and provides for the City’s contribution to the costs of County coordination of such election. The attached resolution authorizes the City Manager and City Clerk to negotiate and approve final, non-substantive revisions to the IGA prior to signing.

FISCAL IMPACT:

The City budgeted \$45,000 for the 2016 election. The Boulder County Election Division has not yet provided a preliminary estimate for Louisville’s portion of the election. Should the cost of the election be more than what is budgeted, staff will bring back a budget amendment at the end of the year.

RECOMMENDATION:

Approve Resolution No. 39, Series 2016 - A Resolution Approving an Intergovernmental Agreement with the Boulder County Clerk and Recorder for the Conduct and Administration of the 2016 General Election to be held November 8, 2016

ATTACHMENT(S):

1. Resolution No. 39, Series 2016
2. Intergovernmental Agreement with the Boulder County Clerk and Recorder for the Conduct and Administration of the 2016 General Election to be held November 8, 2016.

**RESOLUTION NO. 39
SERIES 2016**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2016 GENERAL ELECTION TO BE HELD NOVEMBER 8, 2016

WHEREAS, the City will hold a special election on November 8, 2016 as a mail ballot election coordinated by the Boulder County Clerk and Recorder pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, the attached Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2016 General Election to be held November 8, 2016 (“Intergovernmental Agreement”) provides for the conduct and financing of such coordinated election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The proposed Intergovernmental Agreement, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The City Manager and City Clerk are hereby authorized to execute the attached Intergovernmental Agreement on behalf of the City of Louisville, except that such persons are hereby further authorized to negotiate and approve such revisions to the Intergovernmental Agreement as are determined necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

Section 3. Pursuant to C.R.S. Section 31-10-102.7, the City will utilize the requirements and procedures of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S., as amended, in lieu of the Colorado Municipal Election Code of 1965, article 10 of title 31, C.R.S., as amended, with respect to the special election to be held on November 8, 2016, and such election shall be conducted as part of the coordinated mail ballot election.

PASSED AND ADOPTED this 16th day of August, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE
CONDUCT AND ADMINISTRATION OF THE 2016 GENERAL ELECTION TO BE
HELD NOVEMBER 8, 2016**

This Intergovernmental Agreement for coordinated election (“IGA”) is made and entered into by and between the City of Louisville, Colorado (the “Jurisdiction”), and the County Clerk and Recorder for Boulder County, Colorado (the “County Clerk” or “Clerk”) (together “the Parties”).

1. RECITALS AND PURPOSES

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 8, 2016 (the “Election”) shall be conducted as a “mail ballot election” as defined in the Uniform Election Code of 1992 (“the Code”) and the Rules and Regulations of the Colorado Secretary of State (“the Rules”); and

1.3 Pursuant to § 1-7-116(2), Colorado Revised Statutes (“C.R.S.”), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution (“TABOR”) requires the production of a mailed notice (“TABOR Notice”) concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 Boulder County Clerk and Recorder Hillary Hall will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Meredyth Muth, City Clerk, as its “Election Officer” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. If the Code requires a “designated election official” within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct of the Election.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 30, 2016.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the September 9, 2016 certification of the ballot, without the approval of the County Clerk or as directed by the Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction shall return the final draft form ballot proofs on or before September 16, 2016. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 17, 2016 and October 21, 2016. In cooperation and coordination with the Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots.

3.4 **Voter Service and Polling Centers.** The County Clerk shall provide Voter Service and Polling Centers from October 24, 2016 through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in 16 locations across Boulder County, including in Boulder, Lafayette, Longmont, Louisville, Nederland and Superior.

3.5 **Additional ballots.** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 **Mail ballots.** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; a secrecy sleeve (if the type of ballot requires such secrecy sleeve to maintain the privacy of the vote); an inner verification/return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 **Ballot security.** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 **Election Judges.** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 **TABOR Notice.** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 **Testing.** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 **Election Support.** The County Clerk will provide support to the Election Officer via telephone, email or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 **Tally.** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00 p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 8, 2016 shall start to be counted the night of the Election and may extend until the next day. The unofficial results will be published to the County website following the completion of the Election Day counting. The Clerk will count and tally valid cured and provisional ballots on or before 7:00 pm on November 16, 2016.

3.13 **Certification of results.** Jurisdictions shall be issued a certified statement of results by November 28, 2016.

4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between January 1, 2016 and the date of the signing of this IGA, the jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.2 ***Ballot content and layout.*** No later than September 9, 2016, the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. § 1-5-412 at the Jurisdiction's expense.

4.3 ***Audio for visually impaired.*** Within 7 days of the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall submit to the Clerk a high quality audio recording with the name of each candidate clearly spoken on the recording. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.4 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by September 27, 2016. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and allow the Jurisdiction time to proofread their portion of the TABOR Notice.

4.5 ***Final layout.*** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review, proofread, and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.6 ***Testing.*** The Jurisdiction must provide two people to participate in Logic and Accuracy Tests, which will be scheduled during the week of October 10, 2016, and may take place over a number of days.

4.7 ***Cancellation of Election by the Jurisdiction.*** If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The

Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. § 1-5-208.

5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

5.1 ***Boundaries of Jurisdiction.*** No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2016 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

5.2 ***Multi-county special district jurisdictions.*** If the Jurisdiction's boundaries include areas outside of Boulder County, the County Clerk will communicate with the corresponding counties to create a master list of all property owner ballots issued in this jurisdiction.

5.3 ***Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the County will review a list of such property owners and identify those owners who may be entitled to vote in the Jurisdiction's election. The County will complete the review and create a list of potentially eligible non-resident property owners by September 20, 2016, 48 days prior to Election Day. The County will send this list to the Jurisdiction for review and approval. Once this list has been approved by the Jurisdiction, the Clerk will send non-resident property owners on the final list a letter and self-affirmation to establish eligibility. See **Attachment A** – Non-Resident Property Owner Letter (attached only if applicable). The Clerk will send mail ballots to the non-resident property owners who return to the Clerk the signed affirmation establishing their eligibility.

6. PAYMENT

6.1 ***Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County and the political subdivisions participating in the Election.

6.2 ***Responsibility for costs.*** The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the coordinated election on behalf of the Jurisdiction.

6.3 State Election Costs. The State of Colorado’s share of the costs of conducting the election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the state.

6.4 Invoice. The Jurisdiction shall pay the County Clerk the Jurisdiction’s share of the Clerk’s costs and expenses in administering the Election within thirty days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

6.5 Cost Allocation. The County Clerk will determine the jurisdiction’s invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the coordinated election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR notice publication and mailing costs will also be billed for in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the Clerk agrees to a longer period of time.

6.6 Disputes. The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

7. MISCELLANEOUS

7.1 Notices to Parties. Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:
Hillary Hall
1750 33rd St., Suite 200
Boulder, CO 80301-2546
303-413-7700
Fax: 303-413-7728
E-mail: hhall@bouldercounty.org

To Election Officer:
Meredyth Muth
749 Main Street
Louisville, CO 80027
303-335-4536
Fax: 303-335-4550
E-mail: MeredythM@LouisvilleCO.gov

7.2 Amendment. This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.

7.3 Integration. The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.

7.4 **Waiver of claims.** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified in paragraph 7.5 below and claims arising out of willful and wanton acts of the Clerk.

7.5 **Limitation of damages.** If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the Clerk shall refund all amounts paid to the Clerk under section 6 above, together with Jurisdiction's reasonable costs, including court costs and attorney fees. Except for the foregoing, the Clerk shall not be responsible for any other judgment, damages, costs, or fees.

7.6 **Conflicts of this IGA with the Law, impairment.** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

7.7 **Time of the essence.** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

7.8 **Good faith.** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

7.9 **Third party beneficiary.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Boulder County

City of Louisville

Hillary Hall Date
Boulder County Clerk and Recorder

Malcolm Fleming Date
City Manager

Meredyth Muth Date
City Clerk

SUBJECT: RESOLUTION NO. 40, SERIES 2016 – A RESOLUTION ESTABLISHING REFUSE, RECYCLABLES AND COMPOSTABLES COLLECTION AND DISPOSAL FEES EFFECTIVE SEPTEMBER 1, 2016 FOR THE CITY OF LOUISVILLE, COLORADO

DATE: AUGUST 16, 2016

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

Staff recommends approving a 0.93% increase to trash, recycling, and composting rates billed to residents by the City and then paid to Western Disposal in accordance with the terms of Western’s contract with the City.

The City awarded a 5-year annually renewable residential single hauler solid waste contract to Western Disposal on July 1, 2014. The contract rates are adjusted annually by contract based on changes in the All Urban Consumer Price Index.

The All Urban Consumers, Consumer Price Index Change, US City Average, All Items for April 2014 to April 2015 was -0.20% and for April 2015 to April 2016 was 1.13%. Due to the very small fluctuation from 2014 to 2015 a rate adjustment was not done. The current proposed rate adjustment reflects the net of the 2014/2015 adjustment and 2015/2016 adjustment (1.13% - 0.20% = 0.93%).

Refuse with Recycling Included	Current	September 1, 2016
32 Gallon	10.45	10.55
64 Gallon	18.80	18.99
96 Gallon	27.15	27.43
Addl refuse carts, any size, if 96 gallon service is provided	2.50	2.52
Compost		
32 Gallon	3.62	3.65
64 Gallon	7.24	7.30
96 Gallon	10.86	10.95
Addl refuse carts, any size, if 96 gallon service is provided	2.50	2.52
Other Services		
32 Gallon Prepaid Sticker	3.35	3.40
Open Topped, Hand Dumped Recycle Bins	3.23	3.26
End of Month Service Charges	No Charge	No Charge
Mid Month Service Changes or Prorations	Included	Included
Drive In Service	15.00	15.14

SUBJECT: RESOLUTION NO. 40, SERIES 2016

DATE: AUGUST 16, 2016

PAGE 2 OF 2

Cart Roll Out Service	10.00	10.09
First Large Item Pickup per Quarter	No Charge	No Charge
Enhanced Customer Communications Package	0.65	0.66
Administrative Fee	1.35	1.35 (1)
Minimum Monthly Charge	15.92	16.05 (2)

Notes:

- (1) Set Separately by City Budget Process
- (2) 32 g Trash, 32 g Compost, Admin Fee, Hazmat Fee

FISCAL IMPACT:

There will be a general 0.93% rate increase to residents who use this service. Except for minor miscellaneous and delinquent charges absorbed within the Solid Waste Fund, approving this action will have no net fiscal impact on the City; Western Disposal charges the City, and the City passes those charges on to each residential customer who has trash/recycling/composting service through the Utility Bill for each account.

RECOMMENDATION:

Approve Resolution No. 40, Series 2016

ATTACHMENT(S):

1. Resolution No. 40, Series 2016
2. 2016 Western Contract Adjustment Letter
3. 2015 Western Contract Adjustment Letter
4. 2014 Contract

**RESOLUTION NO. 40
SERIES 2016**

**A RESOLUTION ESTABLISHING REFUSE, RECYCLABLES AND COMPOSTABLES
COLLECTION AND DISPOSAL FEES EFFECTIVE SEPTEMBER 1, 2016 FOR THE
CITY OF LOUISVILLE, COLORADO**

WHEREAS, pursuant to the City of Louisville Charter, the City of Louisville Municipal Code and state law, the City is authorized to fix, establish, impose, maintain and provide for the collection of rates, fees and charges for refuse, recyclables and compostables utility services furnished by the City; and

WHEREAS, the current rates, fees and charges for such services were established by Table 9, Exhibit “A”, Resolution No. 93, Series 2015; and

WHEREAS, the City Council by this resolution desires to revise the various rates, fees and charges for refuse, recyclables and compostables utility services furnished by the City, effective September 1, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

SECTION 1. For refuse collection and disposal, the following rates, fees and charges shall apply and be charged effective September 1, 2016:

Container Size	Rate
32 Gallon	\$10.55/month
64 Gallon	\$18.99/month
96 Gallon	\$27.43/month
Additional refuse carts, any size, if 96 gallon refuse service is provided	\$2.52/month

Each account subject to refuse collection and disposal service shall be entitled to recycling service at no additional charge.

SECTION 2. For compostables processing utility services provided by the City, the following rates, fees and charges shall apply and be charged effective September 1, 2016:

Container Size	Rate
32 Gallon	\$3.65/month
64 Gallon	\$7.30/month
96 Gallon	\$10.95/month
Additional compostable carts, any size, if 96 gallon compostables service is provided	\$2.52/month

SECTION 3. For other services provided by the City, the following rates, fees and charges shall apply and be charged effective September 1, 2016:

Service	Fee
32 Gallon Prepaid Sticker	\$3.40/each
Open Topped, Hand Dumped Recycle Bins	\$3.26/month
End of Month Service Changes	No Charge
Mid Month Service Changes or Prorations	Included
Drive In Service	\$15.14/month*
Cart Roll Out Service	\$10.09/month*
First Large Item Pickup Per Quarter	No Charge**
Enhanced Customer Communications Package	\$ 0.66/month

*Unscheduled Pickups

**Excludes Freon-containing appliances and hazardous waste

SECTION 4. A \$1.35 per month administrative fee shall be added to each account subject to Ordinance No. 1545.

SECTION 5. Residences that do not use City service and that are not excluded from City service as set forth in Section 8.64.070 of the Louisville Municipal Code shall be charged a minimum monthly charge of \$16.05, effective September 1, 2016.

SECTION 6. A 50 cent per month hazardous materials management facility fee shall be added to the bill for City water service for each dwelling unit and single family home in accordance with Section 8 of this Resolution for services and expenditures related to the Boulder County Hazardous Materials Management Facility intergovernmental agreement.

SECTION 7. Rates, fees and charges hereunder shall be billed in conjunction with the bill for City water service. For residences that do not have a water billing account, there shall be established an account for billings hereunder.

SECTION 8. Should it be necessary to set fees for special services not covered by the rates and fees established in Sections 1, 2 and 3, the Public Works Director is authorized to set such fees needed to cover the actual cost of providing such services.

SECTION 9. Table 9, Exhibit "A", Resolution No. 93, Series 2015 is hereby repealed effective September 1, 2016. Such repeal shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under the provisions of such resolution, and such provisions shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

PASSED AND ADOPTED this 16th day of August, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk



June 21, 2016

Kurt Kowar
Director of Public Works
City of Louisville
749 Main Street
Louisville, CO 80027

RE: Change in CPI for Contract Renewal

Dear Kurt,

Our contract will be up for a second one-year renewal term as of July 15, 2016. As you know we did not have a rate increase in the first renewal term due to a small decrease in the CPI from April 2014-April 2015. We agreed to carry forward the .2% decrease into this year, to offset part of any increase in this second renewal term.

We did not institute the rate changes until September 1, 2014 for this new contract, so it would make sense that the rate changes for the second one-year renewal term would take place on September 1, 2016 as well. This will give the City and Western time to prepare for the rate changes and the necessary notification of residents.

The change in the CPI from April 2015-April 2016 was very modest as well. Please see the attached documentation of this change. The CPI increase during this time period was 1.13%. By subtracting the .20% decrease carryover from last year, the NET increase for September 1, 2016 through August 31, 2017 would be .93%.

Please see the attached Exhibit A – Residential pricing page for the contract renewal. The rates for trash, recycle and compost services for City of Louisville building and facilities would increase by .93% on September 1, 2016 as well.

We hope this .93% increase in rates will be agreeable to the City of Louisville for a second one-year contract renewal term. We look forward to continuing to be your trash, recycle and compost service collection provider. Please let me know if you have any questions on this renewal increase. We can talk about the details of this at our meeting on Thursday.

Sincerely,

Bryce Isaacson
Vice President of Sales and Marketing



**EXHIBIT A – PRICING – RESIDENTIAL SOLID WASTE COLLECTION
(September 1, 2016 – August 31, 2017)**

Pricing in Exhibit A uses the same unit based pricing formula that the City of Louisville chose for its first PAYT program in its initial contract with Western Disposal. The incremental charge for each unit of trash above the first 32 gallon unit is 80% of the 32-gallon rate.

32-gallon trash service: \$10.55/month
80% of \$10.45 is \$8.44 for each additional 32-gallon unit of trash

64-gallon trash service: \$18.99/month
(\$10.55 + \$8.44)

96-gallon trash service: \$27.43/month
(\$10.55 + (2x) \$8.44)

UNIT-BASED RATES:

32-Gallon weekly trash service	<u>\$10.55</u> per month
64-Gallon weekly trash service	<u>\$18.99</u> per month
96-Gallon weekly trash service	<u>\$27.43</u> per month
Additional carts any size – trash, recyclables or compostables ⁽¹⁾	<u>\$2.52</u> each
Prepaid sticker per 32-gallon bag	<u>\$3.38</u> each
32-Gallon bi-weekly compostables and yard waste collection	<u>\$3.65</u> per month
64-Gallon bi-weekly compostables and yard waste collection	<u>\$7.30</u> per month
96-Gallon bi-weekly compostables and yard waste collection	<u>\$10.95</u> per month

⁽¹⁾ *Provided a customer has paid for 96-gallons of weekly trash service or 96-gallons bi-weekly compostables/yard waste service.*

SERVICES PRICED AS INDIVIDUAL SUBSCRIPTIONS

The following services will be offered to Louisville customers on an individual basis. They will be added to the appropriate addresses in the billing transmitted to the City at month end.

Drive-In Service ⁽²⁾	<u>\$15.14</u> per month
Roll-Out Service ⁽²⁾	<u>\$10.09</u> per month
Enhanced Customer Communications Package <i>(Includes Web Site Support & Information, E-Minders & House Calls, and providing quarterly newsletter for distribution by City.)</i>	<u>\$.66</u> month/account

⁽²⁾ Any residents

Block Face charge (provide service in alley and street in same block).
Western currently charges for 10 Block Faces \$20.19 each

Databases, Tables & Calculators by Subject

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Data extracted on: May 23, 2016 (11:01:25 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0
 Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: 

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261										

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U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

$$239.261 - 236.599 = 2.662 \text{ OR } 1.13\%$$



June 11, 2015

Kurt Kowar
Director of Public Works
City of Louisville
749 Main Street
Louisville, CO 80027

RE: Change in CPI for Contract Renewal

Dear Kurt,

Just wanted to follow up on my voice mail, and your e-mail, with regard to the upcoming first contract renewal period. Our contract was effective July 15, 2014, but we did not implement the new pricing until August 1, 2014, so I'm not sure when the effective date would be for future years.

I agree, given the very small decrease in the CPI for April 2014 – April 2015, .20%, it would make the most sense to carry the decrease forward to the next contract year. We can use the .20% decrease to offset part of an increase next year or add it to another CPI decrease. We will keep our rates the same for the first contract renewal term.

Thank you for your consideration on moving this minor adjustment forward. Thank you also for working with Western Disposal this past year and we look forward to working with you and your staff again in the first renewal option year.

Attached is a copy of the CPI documentation that I used to calculate the April – April CPI decrease. Please let me know if you have any questions or if you need any additional information.

Sincerely,

Bryce Isaacson
Vice President of Sales and Marketing



Databases, Tables & Calculators by Subject

FONT SIZE:

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Data extracted on: May 28, 2015 (5:32:59 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0
 Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599										

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$237.072 - 236.599 = .4730$

or

.20% decrease in CPI April 14 - April 15



September 29, 2014

Kerry Holle
City of Louisville
749 Main St.
Louisville, CO 80027

Dear Kerry,

Attached is the signed agreement for Solid Waste Collection Services. I only made one change and that was to the first page, as residents can choose their size of recycle cart also. I hope this change doesn't invalidate the signed contract since it is a benefit to residents as well.

I will proceed forward with purchasing the bond in the new amount required and will deliver the bond certificate to you as soon as I receive it.

Please let me know if you need anything further and thank you for your help.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryce Isaacson", with a long horizontal flourish extending to the right.

Bryce Isaacson
Vice President of Sales and Marketing
Western Disposal Services



AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT is made and entered into effective the **15th day of July, 2014** by and between the CITY OF LOUISVILLE ("City"), a Colorado home-rule municipal corporation and WESTERN DISPOSAL SERVICES, a Colorado corporation ("Contractor") whose address is 5880 Butte Mill Road, P.O. Box 9100, Boulder, Colorado 80301-9100.

WHEREAS, the Contractor, in response to the City's request for proposals, submitted a written proposal to provide single-family residential trash (landfill), recycling and compostable collection services within the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have the Contractor perform residential trash, recycling and compostable collection services in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of Agreement.

- A. This Agreement pertains to single-family residences except for those within Homeowner Associations that offer their residents curbside trash and single-stream recycling as of the effective date of Ordinance No. 1545.
- B. This Agreement shall not be considered an exclusive franchise for services to the residents of the City and any resident may choose to negotiate with any other trash removal service licensed to do business in the City or may choose to remove their own waste materials in accordance with the laws and regulations of the City. If a resident decides not to use the service and is not part of a Homeowner Association that provides residents trash and curbside recycling, the resident will be billed for the service by the City as though the resident was subscribing for the 32-gallon service rate.

2. Scope of Work. The Contractor will provide the following:

- A. Weekly collection of trash, every-other-week collection of single-stream recyclables, and every-other-week collection of compostables/yard waste. Trash and compostables/yard waste rates will be unit-based or as otherwise identified herein, and there shall be no additional charge by the Contractor for collection of approved recyclables.
- B. The Contractor will supply all residences served with:
 - i) a ^{32, 64 or B.I.} 96-gallon, two-wheeled cart for accumulating and setting out recyclables for collection. This cart will be labeled as containing recyclables and include instructions for recycling as mutually agreed upon by the City and the Contractor. The Contractor shall have full responsibility for delivery, exchange,

- maintenance, removal and replacement of recycling carts, and there shall be no additional charge by the Contractor therefor.
- ii) a 32, 64 or 96-gallon, two-wheeled cart for accumulating and setting out compostables and yard waste for collection, depending on the level of service selected by the resident. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal and replacement of carts for compostables and yard waste. Compostables and yard waste will be collected every other week alternating with the weeks recyclables are collected. The cost for compostables and yard waste collection shall be as set forth in Exhibit A.
- C. Two-wheeled carts for collection of trash will be supplied by the Contractor in 32-gallon, 64-gallon or 96-gallon sizes, depending upon the level of service selected by the resident. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal or replacement of carts for trash. The cost for trash collection shall be as set forth in Exhibit A.
- D. Extra refuse (refuse in excess of the 32, 64 or 96-gallon service selected by the resident) will be collected as part of a prepaid sticker program.
- i) The Contractor will work with the City to develop a prepaid sticker for extra 32-gallon bags of trash that may be purchased by residents at locations designated by the City. Residents shall attach the prepaid stickers to each extra 32-gallon bag of trash.
 - ii) If the resident has not attached a sticker, the Contractor shall not be responsible for pickup of the extra trash.
 - iii) Prepaid stickers will be produced by the Contractor and sold to the City at the price per Exhibit "A", attached hereto and incorporated herein. The City, will sell the stickers to residents for a price established by the City. The price of prepaid bag stickers will be increased each time the price of regularly scheduled trash rates are increased under this Agreement and by the same percentage amount as the regularly scheduled rates are increased.
- E. The Contractor will collect approved bulky items (i.e. trash items that are too large to be placed in a 32-gallon refuse bag), such as furniture or appliances, and small equipment, such as lawnmowers, on any regular collection day. The Contractor shall not be responsible for collection of any bulky item unless it receives a request from the resident prior to the regularly scheduled collection day. The Contractor will maintain a list and price schedule of acceptable bulk items for pick-up.
- i) A resident's first bulky item in a calendar quarter will be taken free-of-charge (exception: Freon-containing appliances for which there is always a charge).
 - ii) Collection of any additional items in a calendar quarter shall be subject to the Special Request for Service procedures set forth in Section 7 of this Agreement.
 - iii) If the resident has not made prior arrangements with the Contractor, the bulky items will be left at the curb.

- F. The Contractor will supply a report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills.
- G. The Contractor will supply, on a subscription basis only and for an additional fee as set forth on Exhibit "A" to the resident, the following services:
 - i) Drive-In Service: Drive to homes with long driveways, etc. and empty refuse carts.
 - ii) Roll-Out Service: Roll the carts out from the resident (up to 50 feet) to the collection truck.
 - iii) E-Minders and House Calls: Using either the resident's e-mail address or home phone number to notify the resident of holiday collection schedule, storms that have slowed or stopped trucks from collection or changes to approved recyclables.
- H. During the length of this Agreement, the Contractor will supply its standard newsletter to the City via e-mail at no cost. The City may with the Contractor's prior approval amend the newsletter to address City issues and distribute the newsletter to residents in their City utility bill.
- I. Additional Services. The City and the Contractor may negotiate for cleanup and leaf collection programs, or other trash or recycling collection services not addressed herein.

3. Billing for Services.

- A. Unit-Based Rates will be charged each resident based on the rates in Exhibit "A":

Under the 96-Gallon Rate, residents may have additional 96-gallon refuse and/or compostables and yard waste containers. Residents will be charged as set forth in Exhibit "A" for each additional cart in excess of the first one.

- B. Individual Subscription Based Services, including Drive-In Service, Roll-Out Service, and E-Minders and House Calls, shall be charged as set forth in Exhibit "A".

- 4a. Recyclable Services: The Contractor will collect all of the materials that the Boulder County Recycling Center (BCRC) will accept from curbside programs and deliver them to the BCRC. All revenues from the sale of the recyclables will belong to the City and the Contractor will provide the City with a detailed monthly accounting of the material delivered to the BCRC. Materials delivered to the BCRC will be identified by the Contractor's employee as belonging to the City and the revenue from the sale of these materials will be collected by the City directly from BCRC. The recyclable materials shall be collected every other week on the same day as refuse collection, and shall be

collected in one stream. Any changes to the materials acceptable to the BCRC will be communicated to residents thru the Contractor's next regular scheduled communication as required in Section 10 of this Agreement. Except for its collection and delivery obligations, Contractor is not responsible for the contents placed in recyclables carts by residents.

- 4b. Compostable Services: The Contractor will collect all compostable and yard waste materials that are suitable for composting. The Contractor will process all compostable and yard waste materials at a facility that is approved by the City. All revenues from the sale of compostable and yard waste will belong to the Contractor. The contractor will make available at no extra cost 500 cubic yards of finished compost per year for pickup by the City to distribute from a City facility. The compostable and yard waste materials shall be collected every other week on the same day as trash collection, and shall be collected in one stream. Any changes to the materials acceptable to the Contractors processing facility will be communicated to residents thru the Contractor's next regular scheduled communication as required in Section 10 of this Agreement. Except for its collection and delivery obligations, Contractor is not responsible for the contents placed in compostable carts by residents.

5. Alley Collection: The Contractor will provide alley collection of refuse, recyclables and compostables to all areas of the City with alleys. In areas where alley service is provided, Contractor shall not be required to additionally provide curbside service. If City directs Contractor to also provide curbside service to accommodate special needs of residents in alley service area, City shall pay Contractor an additional block-face charge per month per location for that service as set forth in Exhibit "A". ("Block-face" for these purposes means one side of a street from corner to corner.)

6. Hours and Days of Operation: The Contractor will limit regular collections between the hours of 7:00 a.m. and 5:00 p.m. on Thursday. The Contractor will present its collection plan for City approval, and shall obtain City approval thereof prior to commencement of services. Any material modifications of the agreed upon collection plan shall be subject to prior approval by the City.

7. Special Request for Service: A Special Service Request is a resident's request for the Contractor to make a special trip to their residence to collect trash or bulky trash. It is not a request for regularly scheduled service. Special Services are sold directly to residents and are billed directly to the resident through their credit card. Special service requests will be completed on collection day. Any special service request called in before 3:00 p.m. on the day prior to the collection day will be accommodated the immediately following collection day. Special service requests called in after 3:00 p.m. on the day prior to the collection day will be completed on the next collection day following collection day (one week later).

8. Holiday Schedule: The Contractor will observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If one of the observed holidays falls on a Monday-Thursday, collection will be on Friday. The Contractor will supply an annual calendar, at no charge, to the participating residents showing what trash, recycling or compostable materials are to be set out each week and the collection days during holiday weeks.

9. Trucks and Equipment: The Contractor will advise City on any changes and evolution of equipment and vehicles.
10. Promotion and Education:
 - A. Agreement Implementation: The Contractor will use its expertise and knowledge to assist City staff in the transition to the Contractor's services being provided under this Agreement. The Contractor will develop a list of questions and issues concerning the design, planning and implementation of the rate system and single-hauler collection and recycling program.
 - B. Communication: The contractor will work with the City to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Specifically, 30 days prior to the commencement of service the contractor shall provide an 8-1/2" x 11" two-color insert to be included in each customer's monthly bill (approximately 5,000-6,000 inserts required). This insert will inform City residents of the specifics of the trash, recyclables and compostables collection program, including a collection schedule, a listing of what materials can go into the each waste stream, instructions on the proper handling of the collection carts, instructions on what customers are to do with trash that does not fit into the collection carts, etc. At the same time, contractor shall provide a complete list of fees and services offered to each customer. The contents of the insert will be approved by the City. Contractor should also provide a cost to allow the City the option of requiring that the inserts will be directly mailed to all customers by the contractor. The contractor shall provide another such insert anytime there is a rate increase or change in the collection program.

In addition to the above educational information, the Contractor will work with City Staff to provide and share educational information that will further improve the efficiency and waste diversion performance of the collection program.
11. Public Informational Meetings: The Contractor's management staff will participate with City staff in all meetings necessary to introduce this new service to participating residents. The Contractor will develop informational materials to handout at these meetings, with the assistance of the City.
12. Customer Service Standards: The Contractor shall be responsible for providing all customer service functions including informing residents of current services, handling resident special service requests and resolving customer complaints. The Contractor will maintain and adhere to the Customer Service Standards set forth in Exhibit "B", attached hereto and incorporated herein by reference.
13. Maintenance of Records and Reporting The Contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City, at no charge to the City other than actual cost of copying. All such information shall to the extent permitted by law be deemed as confidential. Reports shall be submitted by the tenth day of each month to the City documenting the following information:

- A. All customers to whom service was provided; detail to include address, account number, size of each container and monthly fee. Included with the line item report will be a summary report detailing the number of customers with each container size combination
 - B. A log of complaints and resolutions for refuse and recycling collection services;
 - C. A log of missed collections and responses;
 - D. A description of any vehicle accidents or infractions occurring in the City;
 - E. A listing of all accounts having a change of service during the month (i.e., 32 gallon service to 64 gallon service, etc.); and
 - F. Weights in tons of trash, recyclable materials, compostables and bulky items collected by commodity and where these items were delivered.
14. Compensation Payment Schedule: The Contractor shall bill the City monthly on an aggregate basis for services provided. The Contractor will supply a billing report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills. The total of the detailed report shall equal the aggregate amount billed to the City. The City shall pay each monthly billing within 30 days of receipt of the billing from the Contractor. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's Agreement. All such information shall to the extent permitted by law be deemed as confidential.
15. Annual Price Change: Annually, and effective on the anniversary of the Commencement Date, prices will be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) 1982-84=100. This change shall be based on the most recent 12-month period available.
16. Failure to Perform: The City expects high levels of customer and collection service. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through default for more serious lapses in service provisions.
17. Penalties: Penalties will be levied if documented in an incident report presented by the City to the Contractor. Penalties will be deducted from the monthly payment made by the City to the Contractor. Disagreements will be subject to the review and resolution procedures as agreed upon by the parties.

Action or Omission	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 5:00 p.m. except as expressly permitted.	\$100 per incident (each truck on each route is a separate incident).

Failure to collect spilled materials that the Contractor could have reasonably prevented from spilling or that the Contractor has knowledge of or has been notified of.	Twice the cost of cleanup to the City plus \$1,000 each incident
Leakage from Contractor vehicles or vehicle contents.	\$500 each vehicle, each inspection
Failure to collect any and all refuse, recyclable materials and yard debris within one business day after notification, except in those circumstances addressed by Section 26, Force Majeure, of this Agreement. This does not include materials left because resident failed to make payment arrangements for bulky items or failed to use refuse stickers for bags of refuse outside of carts. Contractor's "Not-Out" report which is generated on route and time-stamped shall be a defense in cases of reported failures to make collections.	\$250 each incident.
Collection from residential premises on other than the day specified excluding inclement weather, holiday schedule or Force Majeure as set forth in Section 26.	\$50 per structure
Collection as refuse of properly source-separated recycling.	\$1,000 per incident
Misrepresentation by Contractor in records or reporting.	\$1,500 per incident
Failure to license collection vehicles with Boulder County	\$250 per vehicle per occurrence

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. The City has the right to exercise any and all remedies it may have with respect to these and other violations of City codes, laws, rules and regulations and breaches of this Agreement. Any schedule of penalties shall not affect the City's ability to terminate the Agreement for breach.

18. Contract Default: The Contractor shall provide a performance bond in the amount of \$300,000 or equal to the cost of three month's service to the City, whichever is greater, to cover the City's costs in the event of a Contractor default.
19. Effective Date; Term; Commencement of Services: This Agreement shall be deemed effective on the date executed by the Mayor and City Clerk on behalf of the City, after proper execution by the Contractor. This Agreement shall continue in effect for a period of five (5) years from the Commencement Date following the Notice to Proceed, unless terminated by either party as provided herein. Notwithstanding the effective date hereof, the Contractor shall not commence services under this Agreement until the City has issued a written Notice to Proceed, which notice shall be substantially in the form set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Contractor shall maintain continuity of current services after the date the City issues the

Notice to Proceed. If the Notice to Proceed is not issued by **July 18, 2014**, then this Agreement may be terminated by either party by giving 10 days written notice.

20. Non-Appropriation; Condition Precedent: The City's financial obligation under this Agreement is from year to year only, and any financial obligation shall be subject to annual appropriation in the sole and absolute discretion of the Louisville City Council. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of the Colorado Constitution, Article X, Section 20. Issuance of a Notice to Proceed under this Agreement is expressly contingent upon the adoption and final effectiveness of an ordinance establishing the City's residential trash and single-stream recycling collection services program and fees therefor. In the event such ordinance is not adopted, whether by the governing body or through any exercise of referendum, this Agreement may be terminated by either party by giving 10 days written notice and, in the event of such termination, no party shall have any further obligation to the other party, except any obligations that are stated in this Agreement to survive termination of the Agreement.

21. Termination: This Agreement may be terminated by either party by giving 180 days written notice to the other party prior to the anniversary date of the Agreement. Additionally, and notwithstanding the provisions of this section, this Agreement may be terminated if, in the sole judgment of the City Manager, service by the Contractor pursuant to this Agreement is not satisfactory. Prior to terminating this Agreement, the City Manager shall cause notice to be given to the Contractor specifying why service is considered by the City to be unsatisfactory. The Contractor shall have thirty (30) days to correct such deficiencies after which the City Manager shall again review the service being furnished under this Agreement. If the City Manager, in his sole discretion, still finds the service unsatisfactory, he may terminate this Agreement by giving the Contractor thirty (30) days written notice. This Agreement shall automatically terminate at the end of the thirty (30) day period following such second notice to the Contractor. This Agreement is also subject to termination as provided in Sections 19 and 20.

22. Independent Contractor: The Contractor, and any persons employed by the Contractor for the performance of work hereunder, shall at all times be independent contractors and not the employees or agents of the City. As independent contractors, the Contractor and its employees are not entitled to workers' compensation benefits except as maybe provided by the Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax, and other applicable taxes, on any moneys earned or paid pursuant to this Agreement. The Contractor shall be responsible and pay for all the following:
 - A. Services of the drivers, their assistants, and any other personnel involved in any services rendered under this Agreement; and
 - B. For assuring that each driver involved in any services rendered under this Agreement holds a valid commercial driver's license issued by the State of Colorado; and

- C. Expenses, maintenance, and operations of the trucks and any other equipment involved in any services rendered under this Agreement; and
- D. For compliance at all times with all laws, ordinances, rules, and regulations pertaining to the services rendered under this Agreement, and assuring such compliance by the drivers, their assistants, and any other personnel involved in any services under this Agreement.

23. Insurance Requirements:

- A. The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- B. The Contractor shall procure and maintain, and shall cause any subcontractor performing work pursuant to this Agreement to procure and maintain or insure the activity of the Contractor's subcontractors in the Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum, limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence, and FOUR MILLION DOLLARS (\$4,000,000) aggregate.

(2) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.

- C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City and its officers and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
 - D. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellations, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
 - E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the City may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connections therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due the Contractor from the City.
 - F. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections afforded it by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available at law and applicable to the City, its officers, or its employees.
24. Indemnification: The Contractor agrees to indemnify and hold harmless the City, and its officers, officials and its employees, from and against all liability, claims demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible. The obligations of this section shall not apply to damages which the City shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City.

25. Notice: Any notice or communication between the Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

City of Louisville
749 Main Street
Louisville, CO 80027
Attn: Director of Public Works

Western Disposal Services
5880 Butte Mill Road
P.O. Box 9100
Boulder, CO 80301-9100
Attn: Bryce Isaacson

26. Force Majeure: Neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise. In cases of inclement weather, The Contractor and the City's Public Works Director shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a force majeure event.
27. Compliance with Law: The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations.
28. Venue: This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Boulder, State of Colorado.
29. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
30. Assignment: This Agreement shall be binding upon the parties hereto, their successors or assigns. The Contractor shall not assign this Agreement, in whole in part, or assign any rights to payment hereunder, without prior written consent of the City.
31. Default Attorney Fees: In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement.
32. Entire Agreement: This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings, This Agreement may be amended only by an instrument in writing signed by the parties.
31. Authority to Execute Agreement: The signatory of the Contractor represents and warrants that he has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.

32. Immigration Status Obligations:

Prohibition Against Employing Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

**CITY OF LOUISVILLE,
COLORADO**

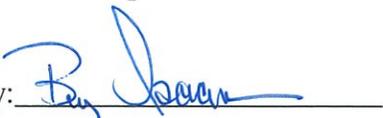
By: 
Robert P. Muckle, Mayor



(CORPORATE SEAL)

Attest: 
Nancy Varra, City Clerk

CONTRACTOR:
Western Disposal Services

By: 

Title: VICE PRESIDENT OF SALES
AND MARKETING

(CORPORATE SEAL)

Attest: 



Bulky items such as furniture or appliances, and small equipment such as lawnmowers, on any regular collection day:

- 1) If the city of Louisville awards Western Disposal waste collection services (trash, recycle and compost) for City facilities at the prices on Exhibit A-2 price sheet, Western Disposal will provide each resident one free bulky item per calendar quarter.

A bulky item is one singular item, not a pile, multiple rolls, bags or boxes, etc. and does not include Freon containing appliances or electronic waste as regulated by the state of Colorado. No hazardous or toxic waste is allowed as defined by local, state and federal laws and regulations. All fluids, i.e. oil and gasoline, must be removed from items such as lawnmowers. Additional bulky items will be charged at Western Disposal's calendar year prices for extra items and materials.

One free bulky item per calendar quarter will be provided to residents in the program as long as Western Disposal provides trash, recycle and compost collection services to city of Louisville facilities.

- 2) If the city of Louisville does not award Western Disposal the waste collection services (trash, recycle and compost) for City facilities, Western will not provide one free bulky item per calendar quarter. Resident can order and will be charged Western Disposal's calendar year prices for extra items and materials.

Additional services Western Disposal will provide to the city of Louisville under the contract to provide residential trash, recycling and compost collection services:

- 1) Western will provide up to 500 cubic yards of free finished compost for each contract year. City of Louisville trucks can pick up the material at Western Disposal's compost facility.
- 2) Western will provide free zero waste services to the city of Louisville's annual Street Faire. Western will provide free collection of trash, recycling and compost for the nine-week event. Free services are for materials generated at the Street Faire and do not include collection of materials from other venues such as the Farmer's Market which run concurrent with the Street Faire.
- 3) Western Disposal will partner with the city of Louisville to develop an educational and social marketing program. The cost of program development is included in our quoted unit-based rates.
 - i. Western will work with the City to develop and implement an online survey for residents which will determine behavioral barriers that may exist to further increasing recycling and composting diversion rates.
 - ii. Western will compile and analyze the survey responses.
 - iii. Western will collect not-out (set-out) information for Louisville residents to also utilize in developing social marketing messaging.
 - iv. Western will work with Louisville staff and the Sustainability Advisory Board using the online survey and set-out results, to design (4) social marketing pieces each contract year. Printing and mailing costs (inserting into utility billing) would be the responsibility of the city of Louisville.

This program is valued at \$3,000.00.

If the city of Louisville chooses not to utilize the social marketing program in any contract year, the City may use the value of the program, \$3,000.00, to apply towards other services that Western is providing to the city of Louisville. This would include trash, recycle and compost services to city of Louisville facilities or autumn leaf and yard waste collection in roll-off containers. A credit for the \$3,000.00 value of the program would be applied against the cost of the other services that Western provides.

The \$3,000.00 credit cannot be applied to offset the cost of residential collection services or to adjust the unit-based residential collection pricing.

EXHIBIT A-2 – PRICE SHEET

Waste Collection Services for City of Louisville Facilities

Trash Disposal Rate Structure				
Qty	Size	Frequency	Cost	Per
1	96 g	1x per week	\$31.00	month
1	96 g	2x per week	\$42.00	month
2	96 g	2x per week	\$70.00	month
1	2 cy	1x per week	\$48.00	month
1	2 cy	2x per week	\$78.00	month
1	3 cy	1x per week	\$60.00	month
1	3 cy	2x per week	\$96.00	month
2	3 cy	2x per week	\$192.00	month
1	6 cy	1x per week	\$101.00	month
2	6 cy	2x per week	\$173.00	month
1	30 cy	as needed	\$300.00	haul*
<p>*\$85.00 Delivery Charge and \$85.00 roll-off minimum. A roll-off minimum (inactivity fee) will be assessed if a roll-off container is not hauled within 30 days of delivery, last haul or last assessment date.</p>				
Single Stream Disposal Rate Structure				
Qty	Size	Frequency	Cost	Per
1	32 g	1x per week	\$20.50	month
1	64 g	1x per week	\$20.50	month
1	96 g	1x per week	\$20.50	month
1	2 cy	1x per week	\$47.00	month
1	3 cy	1x per week	\$53.00	month
1	6 cy	1x per week	See alternate below	month
1	3 cy*	2x per week*	\$78.00	month
<p>*Western does not offer recycling service in containers larger than 3 cubic yards</p>				
Compostable Disposal Rate Structure				
Qty	Size	Frequency	Cost	Per
1	32 g	1x per week	\$40.00	month
1	64 g	1x per week	\$47.00	month
1	96 g	1x per week	\$47.00	month
2	96 g	1x per week	\$86.00	month

EXHIBIT "B"

CUSTOMER SERVICE PRINCIPLES

The following principles will apply to the Contract and will be adhered to:

1. Do it right the first time - Keep systems in place to make sure that everyone knows what they are supposed to do each day, delivering the quality of service the customer expects.
2. Offer flexibility to the customer - Flexible services to meet a variety of resident needs, flexible equipment that can work in a variety of areas and take most waste that is set out for collection; and flexible systems that can accept changes based on customer needs, not contractor needs or limitations.
3. Be consistent - Deliver the same high quality service in the same manner week-in and week-out is one of the things customers expect and value.
4. Communication - Keep customers informed and offer them a variety of ways to get the information they need.
5. Be responsive - Listen to the customer and respond to their needs. Ask for feedback and continually improve in meeting their expectations and needs.

CUSTOMER SERVICE STANDARDS

The following are service standards that can be expected by the City of Louisville:

1. Routes will not start before 7:00 a.m. and will be completed by 5:00 p.m.
2. If carts are improperly set out for collection, they will still be collected and a cart hanger will be left explaining how and where the cart must be placed in the future.
3. Extra material outside of the carts will not be collected at the time of collection, unless the material is bagged and labeled in accordance with the prepaid sticker option. For materials not collected, a cart hanger will be left explaining that all waste must be in a cart or prepaid bag and that there are options for larger and/or additional containers..
4. Bulky items, such as furniture, appliances, etc., will be collected on the normal collection day. Extra charges will apply as per Exhibit A.
5. All records of extra charges or trash or recyclables "not-out" will be available in contractor's system at 9:00 a.m. the day after collection.
6. Cart exchanges or repairs should be performed within 72 hours of being notified. However, doing this on a normal collection day works best.
7. If an oil leak occurs from one of the collection trucks, the oil spill shall be cleaned up in compliance with applicable regulations.

EXHIBIT "C"
Form of Notice to Proceed

DATED: July 15, 2014

To: Western Disposal Services
5880 Butte Mill Road
P.O. Box 9100
Boulder, CO 80301-9100

Re: Notice to Proceed with Commencement of Residential Trash
Single-Stream Recycling and Compostables Collection Services

Contractor:

This shall service as your notice to proceed with commencement of residential refuse, single-stream recycling and compostables collection services for the City of Louisville pursuant to that certain Agreement for Residential Trash and Recycling Collection Services Agreement entered into effective July 15, 2014.

As required by Section 19 of the Agreement, you are to maintain continuity of services as of the date of this Notice to Proceed.

You are to execute and return two signed originals of this Notice to Proceed to evidence your receipt of same and to indicate the Commencement Date.

City of Louisville, Colorado

By: 
Kurt Kowar

Title: Director of Public Works

ACKNOWLEDGEMENT:

The Contractor hereby acknowledges receipt of the Notice to Proceed and hereby sets the following as the specific date for commencement of all services under the Agreement:

COMMENCEMENT DATE: September 1, 2014

CONTRACTOR: Western Disposal Services

By: 
Ben Isaac

Title: VICE PRESIDENT OF SALES AND MARKETING

Date: 9/29/14



CERTIFICATE OF LIABILITY INSURANCE

7/1/2015

DATE (MM/DD/YYYY)

9/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1362530 Western Disposal, Inc. dba Western Disposal Services, Inc. PO Box 9100 Boulder, CO 80301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Insurance Company		29424
	INSURER B: Pinnacle Assurance Company		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES WESDI03 CERTIFICATE NUMBER: 10500077 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	34UUNEN9934	7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	034UENFW5745	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$			34RHUVT3304	7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4027991	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 City of Louisville and its officers and employees shall be named as Additional Insureds (except as respects Workers Compensation) and provided with a Waiver of Subrogation as required by written contract where permissible by law, but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

10500077
 City of Louisville
 Attn: Kurt Kowar
 749 Main Street
 Louisville CO 80027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles M. McDaniel

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**SUBJECT: APPROVAL OF US 36 MAYORS AND COMMISSIONERS
COALITION AND 36 COMMUTING SOLUTIONS POLICY
AGENDA**

DATE: AUGUST 16, 2016

**PRESENTED BY: MAYOR, ROBERT MUCKLE
DEPUTY CITY MANAGER, HEATHER BALSER**

SUMMARY:

Please find attached a proposed Policy Agenda for the 36 Mayors and Commissioners Coalition (MCC) and 36 Commuting Solutions. This has been prepared by the elected officials and staff representatives of the MCC which include Adams County, Boulder County, City and County of Broomfield, the cities of Lafayette, Longmont, Louisville, Westminster and the Towns of Erie and Superior as well as 36 Commuting Solutions staff. The MCC and 36 Commuting Solutions are seeking formal approval from each of the communities above as well as the 36 Commuting Solutions Board regarding the Policy Agenda.

This Policy Agenda is largely based on the results of the Northwest Area Mobility Study (NAMS) and the consensus reached regarding a path forward for transit improvements in the Northwest Corridor. This document will be used in conversations with legislators, elected officials and transportation agencies to advocate for the stated positions. Louisville's 2016 Legislative Agenda regarding transportation issues is consistent with the Policy Agenda, however not as detailed or specific as to policy positions. As a result, Mayor Muckle requested City Council review the document for formal consideration. This document is a compromise among the many communities/members of the MCC and 36 Commuting Solutions, thus staff is requesting the Policy Agenda be approved in whole recognizing the significant effort to achieve consensus among the group.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the US 36 Mayors and Commissioners Coalition and 36 Commuting Solutions Policy Agenda

ATTACHMENT(S):

1. US 36 Mayors and Commissioners Coalition and 36 Commuting Solutions Policy Agenda
2. Louisville 2016 Legislative Agenda

POLICY AGENDA

US36 Mayors and Commissioner Coalition 36 Commuting Solutions

Proposed
Monday, August 8, 2016

The U.S. 36 Mayors and Commissioners (“MCC”) supports federal, state and regional policy that is consistent with the positions identified in this Policy Agenda. These positions are mostly informed by the 2014 consensus achieved during the Northwest Area Mobility Study (NAMS) which was considered a realistic and equitable approach to furthering the will of the voters that in 2004 approved the FasTracks ballot measure. The agreement was captured in an April 7, 2014 “NAMS Local Stakeholder Consensus Document” (**Attachment A**) which should be read in conjunction with this Policy Agenda in order to understand the specifics on funding sources, projects and the timing and order of priority in which they are each supported.

The Policy Agenda provides representatives of the MCC with the authority to advocate on behalf of the coalition for the stated positions as opportunities arise before legislative, regulatory or administrative bodies and individual leaders. Any potentially controversial or high-profile policy communication made on behalf of the MCC should receive prior-approval from the full MCC, when possible. Regardless, all such communications should subsequently be brought to the attention of the full MCC at the earliest opportunity.

The Policy Agenda is approved by each of the individual governing bodies of the members that make up the MCC. It may be revisited and revised at any time to reflect changing circumstances or to provide specific interpretation of these positions as they apply to any one policy question.

- **Arterial Bus Rapid Transit (BRT)/ Enhanced Bus Service Projects** - Seek non-FasTracks funding and support for capital and operating improvements necessary to implement an arterial BRT/Enhanced Bus Service network, including supportive multimodal system enhancements. State Highway 119 from Longmont to Boulder is the highest priority arterial BRT corridor. The remaining corridors, listed below, should be implemented based on further refinement of regional priorities, project scopes funding availability and leveraging opportunities:
 - State Highway 7 connecting North I-25/North Metro Park-n-Ride/Northglenn, Broomfield, Erie, Lafayette and Boulder
 - State Highway 287 connecting Longmont, Lafayette, Erie and Broomfield to the US 36 Corridor
 - South Boulder Road connecting Lafayette and Louisville to Boulder
 - 28th Street/Broadway (connecting US 36 BRT and South Boulder Road BRT to Boulder Junction/14th & Walnut)
 - Improved transit connection from Louisville/Lafayette/Superior/Broomfield to US 36 via SH 42/95th Street
 - 120th Avenue between Broomfield Park-n-Ride and Adams County Government Center

POLICY AGENDA

US36 Mayors and Commissioner Coalition 36 Commuting Solutions

Proposed
Monday, August 8, 2016

- **I-25 Bi-Directional Managed Lanes** - Seek funding and support for the construction of additional managed lanes between US 36 and downtown Denver to facilitate bi-directional service to benefit the broader region (both North I-25 and US36 connections to/from Denver) and interim measures, including bus on shoulder service.
- **Managed Lanes** – Support managed lanes as a practical solution for improving mobility by providing viable travel options in congested corridors. Managed lanes should result in regulation of demand to ensure choices for the traveler beyond the single occupancy vehicle by providing for the option of travel by bus and free or discounted access to high occupancy vehicles (“HOVs”), as well as allow pricing to help manage corridor performance, such as dynamic, variable-priced tolls linked to congestion.
 - Support the free-flowing operation of managed lanes while opposing the imposition of arbitrary deadlines for converting from HOV-2 to HOV-3 not tied to either protecting performance of these lanes or to previously-executed agreements.
 - Support funding for education and incentives to promote full utilization of the HOV lanes.
 - Support increased transparency and public involvement in decisions to create future managed lanes, especially those involving private partners.
 - As a general rule, support requirement that any significant new highway (freeway/expressway) lane-capacity (public or private) built with state or federal funds be required to be managed (priced/tolled) to maximize the person-carrying capacity of the facility and to encourage free HOV and transit usage unless proven financially infeasible or a non-HOV alternative has been identified as the preferred alternative in a previously-approved NEPA or PEL document.
- **Northwest Rail** – Support full completion of the Northwest Commuter Rail Project to Longmont.
 - Support creative and alternative rail implementation strategies (including level of service phasing) as circumstances effecting feasibility, such as change in BNSF position, costs, ridership, and funding sources, evolve.
- **Rail/Transit Stations** – Support funding and implementation of station investments and First and Final Mile infrastructure and programs that serve both BRT and future rail.
- **Railroad Crossing Quiet Zones** – Support flexibility in, and funding for implementation of, quiet zones along the length of the Northwest Corridor, with a priority on crossings that benefit the greatest number of residents in the most cost effective manner.

POLICY AGENDA

US36 Mayors and Commissioner Coalition 36 Commuting Solutions

Proposed
Monday, August 8, 2016

- **Transportation Funding** – Support state or regional transportation funding that includes a commitment for a substantial percentage of multimodal (i.e., transit, bicycle and pedestrian) investment (e.g., MCC supported MPACT 64’s previous proposal to allocate 33 percent of new statewide transportation funding for transit purposes).
 - Support new bonding or other borrowing for transportation projects only if there are new or existing designated sources of funding identified to pay off those obligations.

- **US 36 Bus Rapid Transit System** – Seek funding and support for the full implementation of the US 36 BRT system as committed to in the 2004 FasTracks ballot measure, the US 36 Environmental Impact Statement and Record of Decision, the TIGER and TIFIA funding applications and additional elements approved by the RTD Board on September 17, 2013, including relocation of the Church Ranch boarding platforms, improvements to the Westminster Center pedestrian bridge and structured parking in Broomfield.
 - Support Flatiron Flyer BRT service improvements and station area enhancements to more fully serve existing and new Transit Oriented Development in each of the US36 MCC communities.
 - Seek funding for implementation of the US 36 First and Final Mile study recommendations that provide a tangible benefit to residents, employees and commuters in the corridor.
 - Support RTD authority to authorize bus-on-shoulder use on limited corridors to expedite local bus service.

NAMS LOCAL STAKEHOLDER CONSENSUS DOCUMENT

**US36 Mayors and Commissioner Coalition
36 Commuting Solutions**

April 7, 2014

The local stakeholders thank RTD and our other regional partners for working with us through Northwest Area Mobility Study (NAMS) on this challenging consensus process. Collectively, we believe that the priorities reached through this consensus approach are realistic and equitable, while respecting the will of the voters in 2004.

Local stakeholders actively participating in the NAMS have spent significant effort working together to develop a path forward on transit investments in the Northwest Corridor. Following much discussion, debate and deliberation we have come to a consensus predicated on the information received to date through the NAMS that regional transit operating and infrastructure improvements in the Northwest region should include the following elements.

- **Completion of the US 36 Bus Rapid Transit (BRT) System:** Completion of the US 36 BRT system as committed in the 2004 FasTracks, US 36 Environmental Impact Statement and Record of Decision, TIGER and TIFIA funding applications and additional elements approved by the RTD Board on September 17, 2013, including relocation of the Church Ranch boarding platforms, improvements to the Westminster Center pedestrian bridge and structured parking in Broomfield. Local stakeholders also support implementation of the US 36 First and Final Mile study recommendations that provide a tangible benefit to residents, employees and commuters in the corridor. In order to leverage these capital improvements and show a true net FasTracks benefit to the corridor, service enhancements and a robust operating plan that includes increased bus frequencies must be implemented.
- **Arterial BRT/ Enhanced Bus Service Projects:** Arterial BRT/Enhanced Bus Service system capital and operating improvements should be implemented as soon as feasible. No FasTracks funds should be utilized for these arterial BRT investments.
 - State Highway 119 from Longmont to Boulder is the highest priority arterial BRT corridor.
 - The remaining corridors should be implemented based on further refinement of regional priorities, project scopes funding availability and leveraging opportunities.
 - State Highway 7 connecting North I-25/North Metro Park-n-Ride/Northglenn, Broomfield, Erie, Lafayette and Boulder
 - State Highway 287 connecting Longmont, Lafayette and Broomfield to the US 36 Corridor
 - South Boulder Road connecting Lafayette and Louisville to Boulder
 - 28th Street/Broadway (connecting US 36 BRT and South Boulder Road BRT to Boulder Junction/14th & Walnut)
 - Improved transit connection from Louisville/Lafayette/Superior/Broomfield to US 36 via SH 42/95th Street.
 - 120th Avenue between Broomfield Park-n-Ride and Adams County Government Center

Attachment A

- **I-25 Bi-Directional Managed Lanes:** Construction of two additional managed lanes between US 36 and downtown Denver to facilitate bi-directional service that will benefit the broader region (both North I-25 and US36 connections to Denver). Identified interim measures should be implemented as quickly as possible, including bus on shoulder service and downtown Denver circulation improvements, with long term measures to follow.
- **Railroad crossing quiet zones** should be implemented along the length of the Northwest Corridor, with a priority on crossings that benefit the greatest number of residents in the most cost effective manner.
- **Early Action Rail/Transit Stations:** Station investments and US 36 First and Final Mile infrastructure and programs that serve both BRT and future rail should be implemented. \$17 million has already been identified from EAGLE P3 savings for the Downtown Longmont station that will serve both BRT and future rail. Similar investments should be made at other stations that will serve both future rail and BRT/Enhanced Bus Service such as Boulder Transit Village, Gunbarrel, East Arapahoe, Downtown Louisville, Broomfield at Flatirons Crossing and 116th, and Westminster at 104th/Church Ranch and at 88th Avenue.
- **Northwest Rail:** The local stakeholders recognize the commitment made to voters in the 2004 FasTracks election and the ongoing public expectation that rail will be built in the corridor from FasTracks revenue. Local stakeholders support full completion of the Northwest Commuter Rail Project to Longmont. Considering costs, lack of revenues, ridership projections, uncertainty with Burlington Northern Santa Fe (BNSF) and other challenges, completion of Northwest Rail is a longer term goal. Local stakeholders support periodically exploring creative and alternative rail implementation strategies (including phasing) as circumstances effecting feasibility, such as change in BNSF position, costs, ridership, and funding sources, evolve.

Re-evaluation of Priorities: We believe that the public expects and deserves visible cost effective mobility improvements in the short term that form the foundation of our long term transportation system while honoring the vision of rail connecting the corridor communities to each other and the Denver region expressed in the 2004 FasTracks plan approved by the voters.

To that end:

- We support regular monitoring of the factors influencing the costs, revenue and feasibility of the implementation options identified above, including phasing, and, should they significantly change, the reconsideration of investments priorities.
- We recognize that FasTracks funding should be targeted towards those Northwest corridor improvements identified in the FasTracks system approved by the voters in 2004. FasTracks funding should therefore be used to build and operate the US 36 BRT system as well as those improvements that are consistent with implementation of Northwest Rail from Westminster to Longmont and other, nonFasTracks funding sources should be targeted toward those improvements that are not consistent with the FasTracks plan.
- We also firmly believe that the RTD should focus any further FasTracks investments in the Northwest Corridor prior to using FasTracks funds for improvements, or equipment replacement, in any other corridor.

Louisville 2016 Legislative Agenda (in no particular order)

Tax Policy

The City supports a fair and consistent State policy that respects the authority of local governments. Further, the City opposes State exemptions that erode municipal sales tax, use taxes, property taxes and other revenue sources.

Position:

- *The City opposes legislation that preempts local authority to impose and collect sales and use taxes.*
- *Supports voluntary, cooperative efforts among Colorado municipalities to standardize sales and use tax practices and utilize technology for the convenience of taxpayers, the business community and municipalities.*
- *The City opposes State-granted exemptions or other State actions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources unless the State provides adequate replacement revenues.*
- *Supports equitable sharing with municipalities of existing and future State revenues derived from State-collected, locally shared revenues, such as the Cigarette Tax, Highway Users Tax Fund, Lottery and Marijuana.*

Home Rule: Maintaining Local Control

The City supports local control and maintaining home rule authority. In general, the City believes that local problems are best addressed at the local level and the current authority and powers of municipal governments such as land use, zoning, personnel matters, sales tax, etc. should not be diminished.

Position:

- *The City urges State officials to respect Colorado's tradition of local control and allow municipal officials to address local problems without State interference.*
- *The City is supportive of rules and legislation that maintains its home rule authority to regulate oil and gas development, expands communication and notification to all impacted communities and codifies use of best management practices to mitigate operator impacts.*

Energy and Environment

The City of Louisville supports legislation to address climate change by improving energy efficiency, increasing use of renewable energy, reducing greenhouse gas emissions and dependence on fossil fuels, while maintaining local control and authority for implementation. It is the intent of the City to meet or exceed compliance with all applicable environmental laws and regulations. However, the City does not support State or Federal programs that place an unreasonable financial burden on municipalities or individuals.

Position:

- *The City supports the development of a balanced, long-term statewide energy plan with an overall goal of reducing greenhouse gas emissions by utilizing a combination of energy sources and consideration of the following (but not limited to): a mix of non-renewable fossil fuels, renewable energy sources, nuclear facilities and energy efficiency and conservation programs.*
- *The City supports the creation and expansion of statewide goals that provide targets and incentives for the implementation of renewable energy strategies without imposing any unfunded state mandate on local governments.*
- *Pursue policies that reduce overall energy consumption, cost to the consumer and respect local governments' authority to implement such policies.*

- *Supports legislation and regulations that provide incentives for green building and sustainable design without imposing unfunded mandates.*
- *The City supports efforts to reduce emissions sufficient to meet federal air quality standards.*

Land Use, Development and Revitalization

The City has a long-standing commitment to managed growth. The City believes strongly that local control and land use planning enhance our ability to meet the goals/mission of the City Comprehensive plan and improve the overall quality of life. In addition, the City is working to redevelop and revitalize the Highway 42 area as well as the South Boulder Road and McCaslin Blvd corridors. In order for redevelopment and revitalization efforts to succeed, appropriate urban renewal tools must be preserved. Thus, the City supports the following positions:

Position:

- *The City supports coordination of land use and transportation.*
- *The City supports regional cooperation in land use planning and economic development activities.*
- *The City opposes limiting local government authority to regulate land development.*
- *The City supports appropriate legislation that facilitates the creation of Transit-Oriented Developments (TOD).*
- *The City supports clarification of urban renewal and tax increment financing legislation to address ambiguities of HB15-1348.*
- *The City supports enhancements to urban renewal law that do not unreasonably restrict the use of tax increment financing or eminent domain for redevelopment projects.*
- *The City supports legislation that encourages and facilitates historic preservation and rehabilitation.*

Transportation

The movement of goods and services is vital to the economic vitality of our State and necessary to maintain the high quality of life enjoyed by Coloradoans. In order to preserve our quality of life, the State Legislature must be willing to invest in the maintenance and expansion of the State's transportation network including roads, bridges and transit projects.

Position:

- *Support legislation allowing US 36 BRT vehicles to use "Bus on Shoulder" for local service.*
- *Advocate solutions to safety and nuisance issues related to railroad proximity, such as crossing conflicts and quiet zone rules.*
- *The City supports designated State funding for transportation/not reliant on annual General Fund allocation.*
- *The City opposes use of HUTF for non-transportation line items.*
- *The City supports greater flexibility and increased revenues for multi-modal transportation systems.*
- *The City opposes legislation to transfer maintenance responsibility of State-owned roads to municipalities without adequate short and long-term funding to meet these additional responsibilities.*

Water

Louisville supports water policies that protect Colorado water resources.

Position:

- *Supports the inventorying and protection of water rights.*
- *Supports appropriate water conservation efforts and sustainable water resource management practices by all users.*
- *Supports participation in statewide discussions of water use.*
- *Supports appropriate coordination of municipal water use with other uses including agriculture, mineral resource development, energy development, recreation and open space.*
- *Supports stakeholder input and involvement in developing laws and regulations related to water and wastewater issues.*

Affordable Housing: State Low Income Housing Tax Credits

During the 2014 legislative session, HB-1017 was passed to create a state low income housing credit that is operated through the Colorado Housing and Finance Authority (CHFA). The program was to sunset in 2 years and requires legislative action in 2016 to continue. In the last 2 years, nearly 2000 affordable housing units were developed in various municipalities throughout the state using tax credits. **Boulder County Housing Authority has received the largest state allocation of tax credits for the affordable housing “Kestrel” project in Louisville anticipated to begin construction in 2016.** The direct benefit to Louisville is an investment of approximately \$8 million in private equity from the purchase of the state tax credits. The Kestrel development will bring 191 affordable housing units to Louisville, 71 which would be deed restricted to persons 55-years or older.

Position:

- *The City supports legislative action in 2016 to continue the state low income housing credit operated through CHFA as another tool to support the development of affordable housing in communities.*

Potential Telecommunications Legislation

Existing state law, often referred to as SB 152 provisions (codified at C.R.S. 29-27-101, et seq.), places significant limitations and procedural requirements on the ability of governmental entities to provide, or partner with the private sector to provide any type of broadband services to our constituents. Given the rapidly changing technology and the variety of private sector companies that may be interested in providing this in the future, the current legislation is too limiting.

Position:

- *The City supports repeal of SB 152 provisions that prohibit governmental entities from partnering with private firms to provide better telecommunication services for our businesses and residents.*
- *The City supports revisions to existing law that reduce statutory barriers for municipal participation in fiber projects.*

Other issues the City intends to monitor during the session:

- Governmental Immunity
- Health Insurance
- Public Notice on Web



City Manager's Report August 16, 2016

CITY OF LOUISVILLE
EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99
JULY 2016

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
7/14/2016	2016006	Boulder Nissan	2016 Nissan Leaf	\$25,455.00
			The City publically advertised in the Rocky Mountain E-Purchasing system and on the City's website. In addition, five dealerships were sent emails with bid documents. The bid package included a pricing sheet for the comparable gas vehicle, the Nissan Versa Note. Quotes were received from four dealers. Boulder Nissan submitted the only bid that was properly executed and for the cars specified. The Regional Air Quality Council has approved a grant for \$7,396 which brings the acquisition cost to \$18,059. This vehicle replaces the City Hall pool vehicle which will be reaching the end of it's useful life next year. Since this price won't likely be available next year nor the grant guaranteed and the operating cost for the Leaf will be lower, the cost savings justify purchasing the vehicle now instead of waiting until next year.	
7/20/2016	2016010	AG Wassenaar Inc.	Geotechnical Services	\$89,000.00
			This is a sole source request to provide material testing for the South Street underpass project and South and Front Street improvement project. Both projects are under construction management services of H2 Development Services. AG Wassenaar is currently under contract with the City for material testing and inspection services for several CIPs.	
7/21/2016	2016012	Xcel Energy	South Street Undergrounding	\$31,501.67
			This is a sole source request to underground overhead facilities that cross South Street east of Main Street. The work is part of the South and Front Street improvement project.	

Planning and Building Safety Activity Report July - 2016

Planning Activity

The list represents projects within the various stages of the City’s development approval, including: projects submitted to the Planning Division in referral; projects recommended by the Planning Commission; and those projects approved by City Council during the month. It is important to note approved projects may not be built. Approved Planned Unit Developments (PUDs) remain eligible for issuance of building permits for three years. Activity this month includes:

1. **In referral:** 7 Projects
 - 41 Residential Units,
 - 51,440 sf Commercial, and
 - 36,352 sf Industrial
2. **Planning Commission Review:** 2 Projects
 - 56 Residential Units,
 - 10,000 sf Commercial, and
 - 0 sf Industrial
3. **Council Review:** 2 Projects
 - 1 Residential Units,
 - 0 sf Commercial, and
 - 0 sf Industrial

Planning Summary – July 2016					Rezoning	Plat and/or PUD		SRU
Name	Description					Prelim.	Final	
Downtown / Old Town								
824 South Street	Redevelopment PUD	10,000 sf Comm	2 Res Units			PC		
105 Roosevelt	Minor Subdivision		1 Res Unit			CC		
600 Main Street	SRU	Outdoor Seating				S		
South Boulder Road								
Balfour PUD Plat	PUD and Plat		54 Res Units			PC		
North End Market	Comm/Res GDP/PUD	40,000 sf Comm	65 Res Units			S		
Colorado Tech Center								
Taylor CTC Rezoning	Commercial to Ind Rezoning					CC		
197 S. 104th St.	PUD Amendment	6,352 sf Ind				S		
Rupes CTC	PUD	30,000 sf Ind				S		
Cent. Valley / 88th Street								
McCaslin Marketplace	Amended Plat	Easement Vacation				S		
Centennial Pavilions	Subdivision					S		
Revitalization District								
DELO Lofts	Prelim Plat/PUD/SRU	11,440 sf Comm	41 Res Units(33) Live/Work (8)			S	S	

S - Submitted; PC - Planning Commission Recommendation; CC - City Council Approval

Development Activity

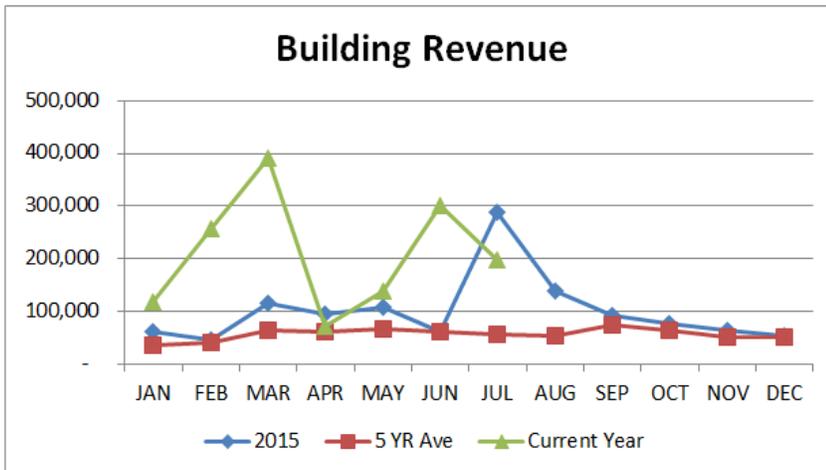
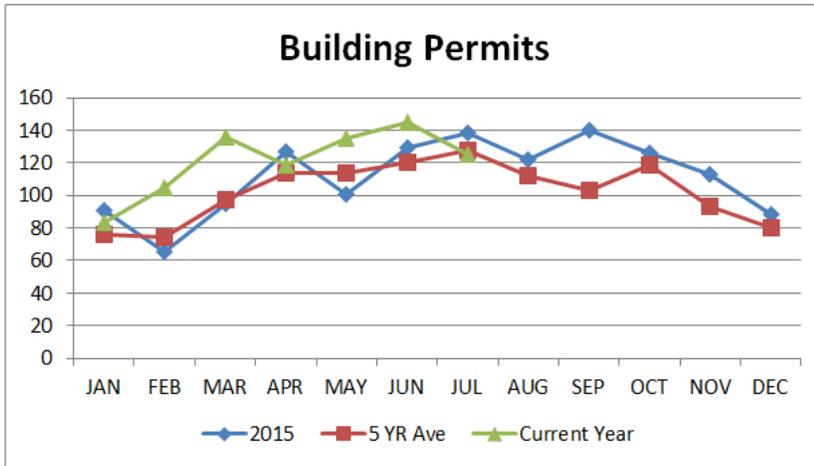
The status of approved projects is listed below.

Development Summary – July 2016									
Name	Approved			Permits Issued			Remaining		
	Res. (Units)	Non-Res.		Res. (Units)	Non-Res.		Res. (Units)	Non-Res.	
		SF	Use		SF	Use		SF	Use
ACTIVE PUD (PERMITS ISSUED)									
North End									
Phase 2 – PA#2 / #3	122			3			36		
Phase 1 - Block 10	84						79		
Downtown / Old Town									
Scrapes									
Copper Hill Subdivision									
Copper Hill	10						1		
Steel Ranch									
Lanterns	24						1		
South Boulder Road									
BCHA Kestrel	200	5,977	Mixed	25			0	5,977	Mixed
CTC									
Dillon Storage		77,466	Storage		77,024			466	
The Park (gym and brewery)		30,100	Comm					5,881	Comm
Redevelopment District									
DELO Phase 2	135	31,066	Mixed				5	31,066	
DELO Phase 11A	55	1,000	Mixed				23		
Sub-Total	630	145,609		28	77,024		145	43,390	

INACTIVE PUD (NO PERMITS ISSUED)			
	Res. Units	Non-Res. Sq. Ft.	Use
CTC			
10101 Dillon		449,948	Flex
Allen CO		313,715	Flex
Lots 6 and 10, Block 3		62,400	Flex
Lot 1, Business Center		17,940	Flex
633 CTC Blvd.		153,018	Flex
88th Street			
168 Centennial		59,629	Comm
Steel Ranch			
The Foundry	48	55,000	Comm
North End			
Phase 2 - PA#1 along SBR	21	65,000	Com
Downtown / Old Town			
Grain Elevator		27,000	Office
931 Main Street		2,200	Office
SBR & HWY 42			
Urgency Care		8,870	Med. Off
Redevelopment District			
Coal Creek Station	51	30,000	Comm
DELO Plaza		23,000	Retail
Sub-Total	120	1,267,720	Mix

Construction Activity

Current building permit activity and revenue compared to the previous year and 5-year average are illustrated with the following information:



Total Building Permit and Revenue Summary						
Month	2016		2015		5-Year Average	
	Permits	Revenues	Permits	Revenues	Avg Permit	Avg Rev
JAN	83	119,367	91	60,835	76	35,557
FEB	105	257,759	65	45,746	74	42,262
MAR	136	391,757	95	114,760	97	63,410
APR	119	72,991	127	95,989	114	62,280
MAY	135	139,142	101	108,817	114	67,677
JUN	145	300,670	129	62,770	120	60,902
JUL	125	199,463	138	288,398	128	57,851
AUG			122	138,361	112	55,136
SEP			140	93,080	103	74,680
OCT			126	76,866	119	63,857
NOV			113	65,503	93	51,455
DEC			88	53,223	80	51,893

Building Permit and Revenue by Permit Type – Current Month Comparison

JUL 2016	Monthly					
	Current Month JUL 2016		Last Year Month JUL 2015		5 year Avg for JUL	
	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	3	\$ 50,770	1	\$ 33,035	0.2	\$ 4,886
Tenant Finish Comm	8	\$ 34,227	4	\$ 2,007	2.1	\$ 5,276
New Residential (SFD)	3	\$ 16,088	9	\$ 36,395	3.3	\$ 4,846
Scrapes and Rebuilds	0	\$ -	3	\$ 12,989	0.3	\$ 1,299
Alteration/Addition to Res	15	\$ 17,985	17	\$ 16,366	2.8	\$ 2,986
Duplex	0	\$ -	3	\$ 8,971	0.6	\$ 1,794
Townhomes 3 & 4 units	0	\$ -	0	\$ -	1.4	\$ 3,868
Townhomes 5 or more	0	\$ -	0	\$ -	1.2	\$ 4,256
Multifamily (Apartments)	3	\$ 64,788	2	\$ 164,344	0.4	\$ 32,869
Demo Residential	0	\$ -	6	\$ 300	1.6	\$ 80
Demo Commercial	0	\$ -	0	\$ -	0.2	\$ 10
Minor and Trade	93	\$ 15,605	92	\$ 14,384	90.6	\$ 15,072
TOTALS	125	\$ 199,463	137	\$ 288,791	104.7	\$ 77,242

Building Permit and Revenue by Permit Type – Year to Date Comparison

JUL 2016	Yearly					
	Current YTD JUL 2016		Previous YTD JUL 2015		5 Year Avg YTD	
	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	6	\$ 185,838	3	\$ 70,332	0.5	\$ 12,204
Tenant Finish Comm	51	\$ 187,012	52	\$ 151,350	8.25	\$ 21,761
New Residential (SFD)	17	\$ 80,202	22	\$ 101,037	15.2	\$ 53,435
Scrapes and Rebuilds	2	\$ 11,972	6	\$ 33,609	0.8	\$ 4,252
Alteration/Addition to Res	125	\$ 144,851	107	\$ 111,275	17.8	\$ 17,253
Duplex	12	\$ 40,002	3	\$ 8,971	0.7	\$ 2,121
Townhomes 3 & 4 units	0	\$ -	0	\$ -	1.4	\$ 3,868
Townhomes 5 or more	10	\$ 26,105	16	\$ 45,121	7.1	\$ 19,185
Multifamily (Apartments)	23	\$ 719,232	4	\$ 171,596	0.8	\$ 25,308
Demo Residential	8	\$ 350	20	\$ 1,000	5.3	\$ 270
Demo Commercial	1	\$ 175	1	\$ 50	0.5	\$ 23
Minor and Trade	588	\$ 99,593	511	\$ 83,602	804	\$ 84,451
TOTALS	843	\$ 1,495,332	745	\$ 777,943	862.35	\$ 244,131

Louisville Public Library Monthly Report July 2016

Year-to-Date Circulation and Attendance

LOUISVILLE PUBLIC LIBRARY: 2016 STATISTICS								
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	YTD
CIRCULATION								
Total Charges & Renewals	39,080	37,280	41,212	39,015	39,154	45,192	41,996	282,929
FLC Loans	3,220	3,085	3,122	3,206	3,069	3,289	3,029	22,020
Prospector Borrowed	916	816	884	672	576	602	648	5,114
Prospector Loaned	670	586	748	636	526	541	357	4,064
Hours Open	248	240	264	256	254	260	250	1,772
Average Transactions Per Hour	158	155	156	152	154	174	168	160
Registered Patrons	26,786	26,992	27,188	27,382	27,667	28,037	28,342	n/a
New Registrations	235	206	196	194	285	370	305	1,791
Attendance	19,375	16,450	19,586	19,173	18,797	23,438	21,257	138,076

July Circulation by Residency

CIRCULATION (CHECKOUT) STATISTICS		
LOUISVILLE		
July 2016		
RESIDENCY	PERCENT	QTY
NONE	1.50%	611
ADAMS COUNTY	0.40%	158
ARAPAHOE CNTY	0.00%	0
AURORA	0.00%	13
BOULDER	6.40%	2669
BOULDER COUNTY	2.10%	881
BROOMFIELD	4.40%	1854
DENVER	0.30%	131
ERIE	0.60%	251
JEFFCO	0.30%	132
LAFAYETTE	9.60%	4015
LONGMONT	2.40%	1028
LOUISVILLE	50.10%	21049
LYONS	0.10%	27
NEDERLAND	0.00%	14
NIWOT	0.10%	42
SUPERIOR	20.70%	8675
WELD COUNTY	0.00%	3
WESTMINSTER	0.40%	163
OTHER	0.70%	280
Blank Code	0.00%	0
Total	100.00%	41996

Total checkouts and renewals are on track to reach ~500,000 by the end of the year. Our highest circulation is typically seen in June with the start of the Summer Reading Program. The number of items processed and loaned to members of the Flatirons Library Consortium (FLC) is also on par with 2015, as are the number of items processed for loan through the Prospector unified catalog. The YTD total for FLC and Prospector loans is 31,198, bringing the total number of items processed by Louisville Library circulation staff to 314,127.

In July, the three-member FLC was joined by the Longmont Public Library. In September, the FLC will expand to five members when Lafayette comes online. The expanded FLC is already demonstrating economies-of-scale benefits with recent database purchases.

LOUISVILLE MUNICIPAL COURT MONTHLY REPORT 2016

TRAFFIC VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2016	YTD 2015
0 POINT VIOLATIONS	0	0	0	0	0	8	4						12	7
1 POINT VIOLATIONS	0	0	2	0	2	0	0						4	3
2 POINT VIOLATIONS	2	0	3	0	4	5	3						17	15
3 POINT VIOLATIONS	6	4	12	6	7	7	5						47	69
4 POINT VIOLATIONS	18	11	23	22	28	27	16						145	189
6 POINT VIOLATIONS	0	0	6	0	0	0	0						6	3
8 POINT VIOLATIONS	0	1	0	0	0	0	10						11	2
12 POINT VIOLATIONS	0	0	0	0	0	0	0						0	1
SUB TOTALS	26	16	46	28	41	47	38	0	0	0	0	0	242	289
SPEED VIOLATIONS														
1 POINT VIOLATIONS	0	0	0	0	0	2	1						3	17
4 POINT VIOLATIONS	11	8	24	17	33	27	29						149	154
6 POINT VIOLATIONS	8	3	0	9	6	6	9						41	24
12 POINT VIOLATIONS	0	0	0	0	0	0	0						0	0
SUB TOTALS	19	11	24	26	39	35	39	0	0	0	0	0	193	195
PARKING VIOLATIONS														
PARKING	13	12	41	28	25	20	47						186	252
PARKING/FIRE LANE	0	0	0	0	0	0	0						0	2
PARKING/HANDICAPPED	0	0	1	2	1	3	1						8	11
SUB TOTALS	13	12	42	30	26	23	48	0	0	0	0	0	194	265
CODE VIOLATIONS														
BARKING DOGS	0	1	0	0	0	0	0						1	1
DOG AT LARGE	4	1	0	0	2	3	0						10	12
WEEDS/SNOW REMOVAL	0	1	0	0	0	0	0						1	1
JUNK ACCUMULATION	0	0	0	0	0	0	0						0	1
FAILURE TO APPEAR	2	1	0	4	4	2	1						14	22
RESISTING AN OFFICER	0	0	0	0	0	0	1						1	0
DISORDERLY CONDUCT	0	0	0	0	0	2	0						2	1
ASSAULT	0	0	0	0	0	2	0						2	0
DISTURBING THE PEACE	0	0	0	0	0	0	0						0	0
THEFT	0	0	0	1	0	0	0						1	1
SHOPLIFTING	3	1	3	0	0	6	1						14	5
TRESPASSING	0	0	0	0	0	3	0						3	5
HARASSMENT	1	0	0	0	0	1	1						3	0
MISC CODE VIOLATIONS	7	1	11	0	5	12	3						6	6
SUB TOTALS	17	6	14	5	11	31	7	0	0	0	0	0	91	55
TOTAL VIOLATIONS	75	45	126	89	117	136	132	0	0	0	0	0	720	828
CASES HANDLED														
GUILTY PLEAS	22	19	54	30	32	42	67						266	357
CHARGES DISMISSED	16	7	17	7	19	23	10						99	101
*MAIL IN PLEA BARGAIN	15	9	30	25	42	34	37						192	199
AMD CHARGES IN COURT	21	12	28	26	22	28	22						159	163
DEF/SUSP SENTENCE	2	2	3	1	2	9	4						23	11
TOTAL FINES COLLECTED	\$ 6,410.00	\$ 6,895.00	\$ 8,285.00	\$ 9,529.95	\$ 11,915.00	\$ 14,140.00	\$ 11,090.00						\$ 68,264.95	\$ 68,533.50
COUNTY DUI FINES	\$ 1,218.55	\$ 337.50	\$ 748.18	\$ 1,259.31	\$ 792.49	\$ 969.62	\$ 924.50						\$ 6,250.15	\$ 11,707.84
TOTAL REVENUE	\$ 7,628.55	\$ 7,232.50	\$ 9,033.18	\$ 10,789.26	\$ 12,707.49	\$ 15,109.62	\$ 12,014.50	\$ -	\$ 74,515.10	\$ 80,241.34				

SUBJECT: 725 LINCOLN AVENUE LANDMARKING AND PRESERVATION GRANT

- 1. RESOLUTION NO. 41, SERIES 2016 – A RESOLUTION DESIGNATING THE BLACK FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE A HISTORIC LANDMARK**
- 2. RESOLUTION NO. 42, SERIES 2016 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR SEWER REPAIR AT THE BLACK FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE**

DATE: AUGUST 16, 2016

PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:

Case #2014-006-LA is a request to landmark a historic residential structure located at 725 Lincoln Avenue (LOTS 5-6 & S 10 FT LOT 4 BLK 9 PLEASANT HILL) and a request for a Preservation and Restoration Grant for sewer work. The building was construction circa 1900. The applicant and owner is Elizabeth Solek.



HISTORICAL BACKGROUND:

Information from Historian Bridget Bacon

The house at 725 Lincoln was constructed between 1900 and 1904. This was the home of Martin Black and Lizzie Thirlaway Black. The Blacks lived here for 33 years. Martin was a union organizer during the coal mine wars of 1910-1914. Several other owners and residents of the house worked in the coal mining industry. Martin Black was active in the Louisville community as a, “player on the baseball team, enumerator for the federal census, councilman, and member of the “special police” appointed after town marshal, Victor Helburg, was killed.



725 Lincoln Avenue East Elevation - 1948 Assessor's Card



725 Lincoln Avenue Northwest corner – Current Photo



725 Lincoln Avenue Southwest Corner – Current photo

ARCHITECTURAL INTEGRITY:

The structure at 725 Lincoln has maintained its integrity in its rectangular form and projecting room with bay window. Due to the projection on the front façade the house has an offset cross-gable roof. The siding materials have been replaced since 1948. This can clearly be seen in the gable end of the front projection. The garage appears to be in the same location but its materials have also been replaced. A full architectural description is in the attached Historic Structure Assessment.

HISTORICAL SIGNIFICANCE AND CRITERIA FOR LISTING AS A LOCAL LANDMARK:

Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A):

1. *Historic landmarks shall meet one or more of the following criteria:*
 - a. *Architectural.*

- (1) *Exemplifies specific elements of an architectural style or period.*
- (2) *Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.*
- (3) *Demonstrates superior craftsmanship or high artistic value.*
- (4) *Represents an innovation in construction, materials or design.*
- (5) *Style particularly associated with the Louisville area.*
- (6) *Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.*
- (7) *Pattern or grouping of elements representing at least one of the above criteria.*
- (8) *Significant historic remodel.*
- b. *Social.*
 - (1) *Site of historic event that had an effect upon society.*
 - (2) *Exemplifies cultural, political, economic or social heritage of the community.*
 - (3) *Association with a notable person or the work of a notable person.*
- c. *Geographic/environmental.*
 - (1) *Enhances sense of identity of the community.*
 - (2) *An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville....*

3. *All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:*

- a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*
- b. *Retains original design features, materials and/or character.*
- c. *Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*
- d. *Has been accurately reconstructed or restored based on historic documentation.*

Staff has found this application complies with the above criterion by the following:

Architectural Significance – Represents a built environment of a group of people in an era of history that is culturally significant to Louisville. The house is typical of a vernacular style in which several elements typical of the early 20th century are added to a simple form.

Social Significance - Association with a notable person or the work of a notable person. Martin Black, who lived in the house for over 30 years, was highly involved in the Louisville community and worked as a union organizer during the coal mine wars.

GRANT REQUEST:

The applicant, Elizabeth Solek, requests approval of a Preservation and Restoration Grant. The requested work includes repairing the sewer line and upgrading the electrical system. The grant request is only for the work on the historic structure, not on the proposed new addition.

The applicant obtained a historic structure assessment for the property, completed by Phil Barlow, Barlow Preservation Services and paid for by the Historic Preservation Fund. The assessment (attached) makes several recommendations including: evaluating the electrical system, repairing the porch roof, and insulating the attic. The assessment did not assess the condition of the sewer system. After conducting a scope of the sewer system, the applicant determined replacing the sewer system was a high priority.

The applicant received a bid from Go Direct Sewer & Water for the proposed sewer work. The proposed cost is **\$6,850.00** to replace the sewer line. The applicant received a bid from KPI Electric, Inc. for the proposed upgrade of the knob and tube wiring. The proposed cost is **\$4,930.00** to upgrade the electrical system. The total estimate for the sewer and electrical work is **\$11,780.00**.

Resolution 2, Series 2012 authorizes grants for landmarked residential structures of up to \$21,900. After the structural assessment (\$900) and landmarking bonus (\$1,000) there is \$20,000 remaining to be awarded for this house. That is divided between a \$5,000 flexible grant, requiring no matching, and a \$15,000 focused grant, requiring a 100% match from the applicant.

Resolution No. 2, Series 2012, Section 3, limits “rehabilitation” funding to the \$5,000 flexible grant. Rehabilitation includes, *“sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make the property functional.”* **Staff believes all of the requested grant items are eligible for funding from the historic preservation fund, however, the grant amount is limited to \$5,000 because it is “rehabilitation” work.** The additional \$15,000 focused grant can only be used for *“measures directed towards sustaining the existing form, integrity, and materials of a historic property.”*

Staff recommends the following grant breakdown:

Item	Amount	Flexible	Focused	Match	Unfunded
Sewer	\$6,850.00	\$5,000.00	n/a	n/a	\$1,850
Electrical	\$4,930.00	\$0	n/a	n/a	\$4,930
Total	\$11,780.00	\$5,000.00	\$0	\$0	\$6,780

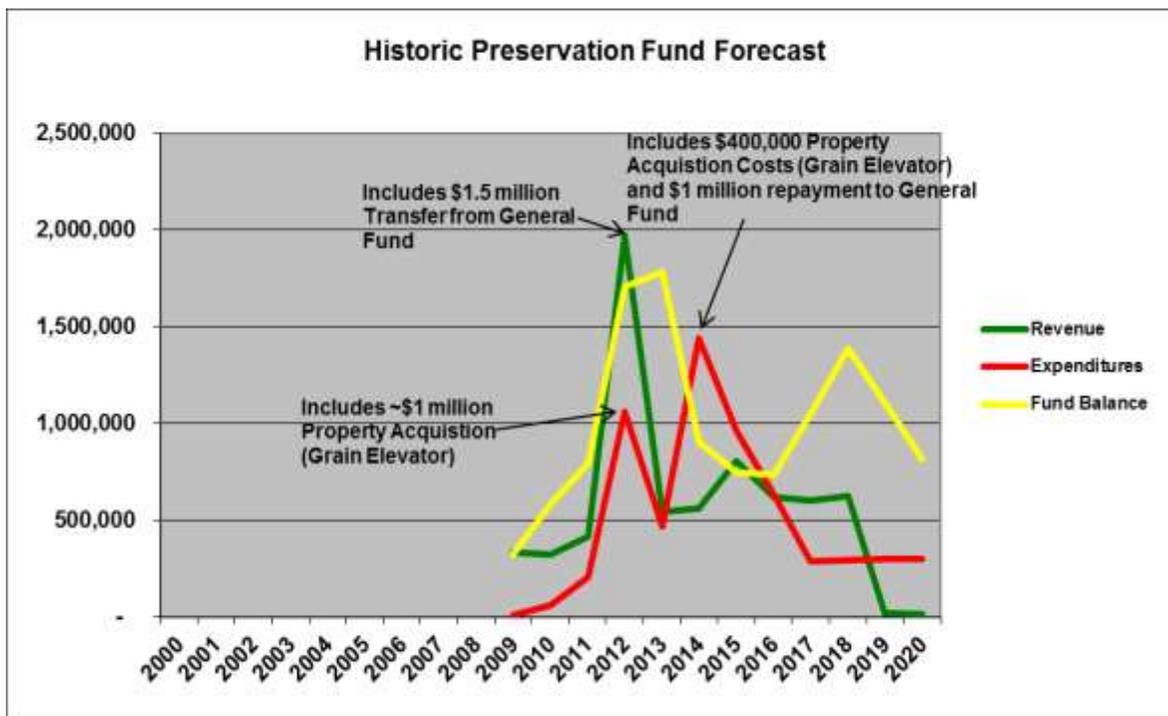
The above results in a total grant request of \$5,000. Because this is the maximum allowed grant amount for the work proposed, there is no grant money available for a

contingency. Staff recommends a preservation and restoration grant for 725 Lincoln Avenue of **\$5,000**. The applicant or future owner of the property will still be able to apply for a grant for the \$15,000 focused grant.

FISCAL IMPACT

In addition to the request for \$5,000 for the sewer repair, the applicant is also eligible for a \$1,000 signing bonus for landmarking the property. The total expenditure would be up to **\$6,000** from the Historic Preservation Fund for restoration work and signing bonus at the 725 Lincoln Avenue.

The following graph shows estimated Historic Preservation Fund revenues, expenditures and fund balance, not including the requested grant. The current balance of the HPF is \$898,420.

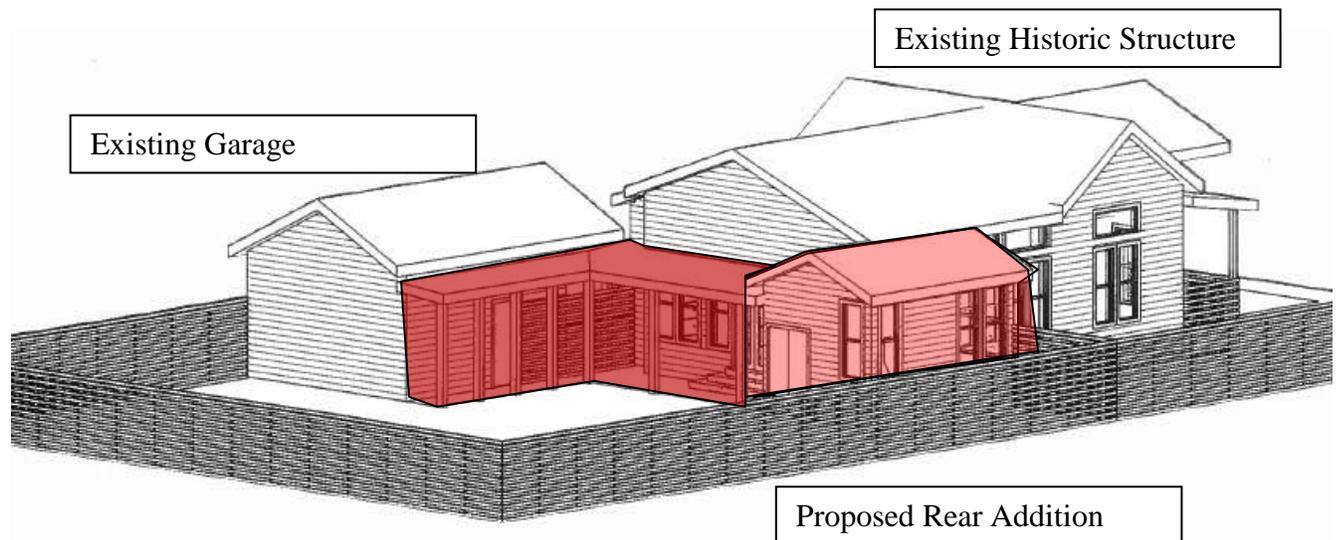


HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on July 18, 2016. The HPC voted 6-0 to recommend approval of the landmark application and grant request to City Council. The HPC determined the structure had maintained significant architectural integrity and has a strong social history.

In addition, the applicant requested an alteration certificate to reconfigure the west elevation, construct a one-story addition on the southwest corner of the structure, and replace windows throughout the structure. The Historic Preservation Commission

reviewed the alteration certificate and voted 5-0 to approve the modifications with the condition that the addition be clad in fiber cement shiplap and the windows on the east elevation be maintained.



RECOMMENDATION:

The structure appears to have maintained significant architectural integrity. The building also has a significant social history. Staff recommends that the house be named for the Black family who lived in the house for over 30 years and were prominent members of the Louisville community. Therefore, the staff recommends that the structure be landmarked by approving Resolution No. 41, Series 2016.

The grant request includes repairing the sewer. The proposed change will facilitate the continued preservation of the structure, and is historically compatible. Therefore, staff recommends City Council approve the grant request of \$5,000 by approving Resolution No. 42, Series 2016.

ATTACHMENTS:

1. Resolution No. 41, Series 2016
2. Resolution No. 42, Series 2016
3. Historic Preservation Commission Resolution No. 04, Series 2016
4. Historic Preservation Commission Resolution No. 05, Series 2016
5. Historic Preservation Commission Resolution No. 06, Series 2016
6. Social History
7. Landmark Application
8. Historic Structure Assessment
9. Grant Application
10. Presentation

**RESOLUTION NO. 41
SERIES 2016**

**A RESOLUTION DESIGNATING THE BLACK FAMILY HOUSE LOCATED AT 1245
GRANT AVENUE A HISTORIC LANDMARK**

WHEREAS, there has been submitted to the City Council an application to landmark a historical residential structure located on 725 Lincoln Avenue, on property legally described as Lot 5-6 & South 10 feet Lot 4, Block 9, Pleasant Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed around 1900, and has retained its architectural form, and represents the built environment of early 20th century Louisville; and

WHEREAS, the building has social significance because of its association with the Black family; and

WHEREAS, the City Council finds that these and other characteristics specific to the individual structure are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The proposed historic landmark application for the Black Family House is hereby approved and is hereby designated a historic landmark to be preserved as such.

2. An incentive of \$1,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.
3. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 16th day of August, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

**RESOLUTION NO. 42
SERIES 2016**

**A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR
THE BLACK FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Black Family House, a historic residential structure located at 725 Lincoln Avenue, on property legally described as Lot 5-6 & South 10 feet Lot 4, Block 9, Pleasant Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission has held a properly noticed public hearing on the proposed Preservation and Restoration grant application and has recommended the request be forwarded to the Louisville City Council with a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed Preservation and Restoration grant application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the City Council finds the proposed improvements will assist in the preservation of the Black Family House, a local historic landmark.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Preservation and Restoration Grant Application for sewer work at the Black Family House located at 725 Lincoln Avenue, subject to the following:

1. Approved items are those in the proposed scope of work presented to City Council totaling **\$5,000**.
2. There is approved a total grant amount of **\$5,000**.

PASSED AND ADOPTED this 16th day of August, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

**RESOLUTION NO. 04
SERIES 2016**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL STRUCTURE
LOCATED ON 725 LINCOLN AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical residential structure located on 725 Lincoln Avenue, on property legally described as Lot 5-6 & South 10 feet Lot 4, Block 9, Pleasant Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 725 Lincoln Avenue (Black Family House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association the Black family in Louisville; and

WHEREAS, the Black Family House has architectural significance because it represents the vernacular style of early 20th century Louisville and

WHEREAS, the HPC finds that these and other characteristics specific to the Black Family House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The application to landmark the Vaughn House be approved for the following reasons:

1. Architectural integrity of the overall form and window openings.
2. Association with the Black family and Martin Black.

PASSED AND ADOPTED this _____ day of _____, 2016.

Lynda Haley, Chairperson

**RESOLUTION NO. 05
SERIES 2016**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING A
PRESERVATION AND RESTORATION GRANT FOR THE BLACK FAMILY HOUSE
LOCATED AT 725 LINCOLN AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Black Family House, a historic residential structure located at 725 Lincoln Avenue, on property legally described as Lot 5-6 & South 10 feet Lot 4, Block 9, Pleasant Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC has held a properly noticed public hearing on the preservation and restoration grant; and

WHEREAS, the preservation and restoration work being requested for the Black Family House includes making repairs to the existing structure; and

WHEREAS, the Historic Preservation Commission finds these proposed improvements will assist in the preservation of the Black House, which is to be landmarked by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The Historic Preservation Commission recommends the City Council approve the proposed Preservation and Restoration Grant application for the Black Family House, in the amount of **\$5,000**.

PASSED AND ADOPTED this _____ day of _____, 2016.

Lynda Haley, Chairperson

**RESOLUTION NO. 06
SERIES 2016**

**A RESOLUTION APPROVING AN ALTERATION CERTIFICATE FOR THE BLACK
FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE FOR EXTERIOR ALTERATIONS
AND A REAR ADDITION**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting an alteration certificate for a historic commercial structure located at 725 Lincoln Avenue, known as the Black Family House, on property legally described as Lot 5-6 & South 10 feet Lot 4, Block 9, Pleasant Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.120, establishing criteria for alteration certificates; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed alteration certificate; and

WHEREAS, the proposed scope of work, outlined in the staff report on July 18, 2016, meets the criteria of Louisville Municipal Code Section 15.36.120 and are historically compatible and do not detract from the historic character of the structure; and

**NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION
COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:**

The application for an alteration certificate for the Black Family House be approved as described in the staff report dated July 18, 2016 with the following conditions:

1. The window on the front façade, adjacent to the front door will be preserved.
2. The proposed rear addition will be clad in fiber cement shiplap siding in a similar width to the aluminum siding on the existing structure.

PASSED AND ADOPTED this _____ day of _____, 2016.

Lynda Haley, Chairperson



725 Lincoln Ave. History

Legal Description: Lots 5-6 & S 10 ft of Lot 4, Block 9, Pleasant Hill Addition

Year of Construction: circa 1900-1904

Summary: This was the home of Martin Black and Lizzie Thirlaway Black. Black lived here for 33 years. He was a union organizer during the coal mine wars of 1910-1914. Several other owners and residents of the house worked in the coal mining industry in Louisville.

Orrin T. Welch and the Establishment of the Pleasant Hill Addition

The subdivision in which 725 Lincoln is located is the Pleasant Hill Addition. This addition was platted and recorded with Boulder County in 1894 by Orrin T. Welch. Orrin Welch was the half-brother of Charles C. Welch, the prominent Colorado businessman who played the major role in the founding of Louisville and the opening of its first coal mine, the Welch Mine, back in the 1870s. Welch also established the Jefferson Place Addition in Louisville. In the 1890s, Charles Welch was still involved in the development of the town, in this case through the transfer of property to his half-brother, Orrin, in 1893.

Swanberger & Elberson Ownership (1904-1915); Discussion of Date of Construction

Online County property records showing the dates when deeds were recorded with the County show that Orrin Welch (the half-brother of Charles C. Welch) sold the parcel, consisting of lots 5 and 6, to Lydia Swanberger (spelled as Swamberger in the records) in 1904. Also in 1904, Lydia Swanberger granted a deed of trust to McAllister Supply & Lumber Co. In 1908, Lydia Swanberger further acquired Lots 7 & 8 to the south of 725 Lincoln from Jeanette Welch, the wife of Charles C. Welch.

Lydia Swanberger was born in Ohio in 1867, and her husband, Fred, was born in Ohio in 1865. He worked as a carpenter. In 1905, Fred was a trustee of the Louisville Baptist Church located at 701 Grant, not far from their home at 725 Lincoln.

The 1910 federal census records appear to show the Swanberger family living at 725 Lincoln and they are listed as the owners of the property (and there is no indication that they owned any other property in Louisville at the time). Listed in the census records along with Fred and Lydia were their daughter, Myrle, who was 22 and a teacher; son, Walter, age 20; and son, Willard, age 9.

The County Assessor card for 725 Lincoln from 1948 gives the year 1900 as the date of construction for this house. The County website also gives this year as the date of construction. However, the County is sometimes in error with respect to the dates of construction of Louisville buildings, so other evidence is looked to. The indication in the property records that this parcel wasn't sold by the developer to a purchaser until 1904 would seem to suggest that the house had not yet been built, though the possibility that the developer built the house or that the first owner built it before the deed was recorded cannot be ruled out. The recording of a document in 1904 by which Lydia Swanberger granted a deed of trust to McAllister Supply & Lumber Co. would seem to be relevant, as it could suggest that McAllister was supplying materials for a house. The 1904 directory lists Fred and Lydia "Swamberger" as living on "Lincoln btw. Pine & Spruce." The house also appears in the correct location on the 1909 Drumm's Wall Map of Louisville. For all of these reasons, the estimated year of construction is "circa 1900-1904."

In 1914, Lydia Swanberger sold the property at 725 Lincoln and the additional lots to the south to Irving Elberson, who was the managing partner and cashier for the Louisville Bank and who was one of the people who had platted the nearby Capitol Hill Addition in Louisville in 1904.

Biber Ownership, 1915-1919

In 1915, Herman Biber purchased 725 Lincoln and additional lots to the south. He was born in 1875 in Switzerland and worked as a mining engineer. His wife, Carrie, was born in about 1862 in Georgia. The Louisville directories for 1916 and 1918 list Herman and Carrie Biber as living at 725 Lincoln (under one of its old addresses of 224 Lincoln; Louisville's address system changed in 1939). Herman's draft registration card for World War I stated that he worked as a mining engineer at the Matchless Mine in Louisville. The Bibers moved from Louisville to Marshall, where they were listed in the 1920 census and where Herman continued to work as a miner.

Schaefer Ownership, 1919-1922

Daniel Schaefer purchased 725 Lincoln along with the additional lots to the south in 1919 and owned it until 1922. He was born in Ohio in 1885 and worked as a weighman in a coal mine. This means that he weighed the coal that was mined, with miners getting paid by the weight of the coal. His wife, Anna Birkett, was born in 1889 in County Durham, England and grew up in Louisville. Their son, Wilbur, was born in about 1908.

While the Schaefers may have lived in the house at 725 Lincoln, specific evidence showing this could not be located.

Korbel Ownership, 1922-1927

William Korbel purchased 725 Lincoln with its additional lots in 1922. He worked as a druggist in Louisville. His drug store was the Louisville Drug Co. that today is the northern half of the Double Happy Restaurant at 740 Main Street. Information on the 1920 census suggests that prior to Korbel's purchase of 725 Lincoln, the family lived at the drug store on Main Street.

The following image from the Rex Theatre movie curtain, created in circa 1927, shows an advertisement for the Louisville Drug Co. with Korbel's name:



Korbel was born in Nebraska in about 1883. His wife, Mary, was born in Nebraska in about 1884. Their children were Frances, born in about 1906, and William, born in about 1915. According to the 1926 Louisville directory, they were living in their Lincoln house.

After Korbel sold the house in 1927, he and his family moved to Fort Collins, where he continued to work as a druggist at a drug store.

Black Ownership, 1927- 1960

In 1927, Martin Black and Lizzie Thirlaway Black purchased 725 Lincoln and the extra lots to the south, which presumably were being used as yard, garden, or orchard space for 725 Lincoln.

Martin Black was born in County Durham, England in 1882 and came to the US with his family at the age of about 12. The 1900 federal census shows that the Black family went to Sweetwater, Wyoming, where Martin's father was a coal miner and where Martin was working in the mines as a mule driver at the age of 17. According to his obituary, Martin Black came to Louisville in 1905.

Elizabeth "Lizzie" Thirlaway was a member of one of Louisville's first families. Her parents, Thomas and Rebecca Thirlaway, came to Louisville from Trimdon, County

Durham, England in about 1881, just three years after the town was established. Thomas worked as a coal miner. Lizzie Thirlaway was born in 1887 and grew up in the house at 641 Main St., at the southwest corner of Pine and Main (now the location of the Porch Deli).

In 1907-08, Louisville had a Bachelor Club (featured in a lighthearted *Denver Post* article on Feb. 23, 1908) as well as a Bachelor Maids club, and Lizzie Thirlaway was listed as being one of the Bachelor Maids. An undated newspaper article described the Bachelor Maids dance that took place, and included a poem about the Bachelor Maids that was written by the mother of one of the young women. Here is the part of the poem about Lizzie Thirlaway:

The bachelors all think Miss Thirlaway cute,
And try their best to beguile her,
But Lizzie says "my heart is lost" – who found it?
Why just little "Smiler."

Martin Black and Lizzie Thirlaway married in 1908. The 1910 census shows them to have been living with Lizzie's parents at their home at 641 Main Street. Both Martin and his father-in-law, Thomas Thirlaway, were listed as working as coal miners. Martin Black continued to work as a miner for his working life.

The following photo shows Lizzie Thirlaway with her parents and siblings. She is pictured on the far right of the front row.



Martin Black was deeply involved in activities of the United Mine Workers of America during the Colorado coal mine strikes of the 1910-1914 era. The strikes led up to the Ludlow Massacre in southern Colorado as well as other violent clashes in April 1914 in other parts of Colorado, including Louisville. His strong pro-union views were typical of the politics of area coal miners from County Durham, England, who brought with them a long and proud tradition of labor organization.

In 1912, the *Denver Post* listed him as one of the people listed in affidavits as being engaged in pro-union disturbances relating to the strike (along with his mother-in-law and other Thirlaway relatives). And during the 1910-1914 strike, Martin Black was a labor organizer who worked for Edward Doyle in Denver along with John Ramsey. Doyle was Secretary-Treasurer of District #15 of the United Mine Workers of America and his papers are today housed at the Denver Public Library. According to the April 21, 1914, *Denver Post*, Doyle, Ramsey, and Black sent hundreds of telegrams to President Woodrow Wilson, senators and congressmen from Colorado, labor leaders, and others to inform them of the Ludlow Massacre. The telegrams show the extent of the role played by Doyle's office in telling the country what had transpired at Ludlow. The telegram sent to the UMWA president stated, "For God's sake urge the chief executive of this nation to use his power to protect the helpless men, women and children from being slaughtered in southern Colorado. . . . Miners of the entire state growing desperate. Have wired local unions to call special meetings and hold themselves subject to call to defend themselves."

The following photo is from the collection of the Denver Public Library. The photo is described in the DPL catalog as follows: "Martin Black, bookkeeper for mining labor union organizer Ed Doyles [sic] (United Mine Workers of America), reads a ledger in the DX office, in Louisville, Boulder County, Colorado."



Martin Black was also very involved in the Louisville community. In late October 1915, he was one of the ten "special police" that the Mayor and town council appointed in the aftermath of the killing of Louisville's town marshal, Victor Helburg, by a street peddler. It is believed that the group may have been formed to look for the assailant.

And in this baseball photo, he is shown as the second man from the right. Bert Niehoff, who was from Louisville and who became a Major League baseball player, is shown in the photo as being fifth from the right. The photo is believed to have been taken after Niehoff had achieved success in the Major League and returned to visit his family in Louisville.



Martin Black was an enumerator for the 1930 federal census in and around Louisville, and the 1932 Louisville directory listed him as being a councilman.

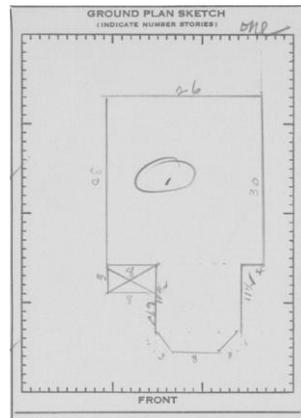
Martin and Lizzie Black had just one child, Dorothy, who was born in November 1909. She died in September 1929 at the age of 19. Her obituary stated that her funeral include a floral offering from the senior class at the Louisville high School “in which she would have been had her health permitted her to continue her school work.” Her obituary stated that she had committed suicide “at her home at Serene,” which was a mining community in the Erie area. It is not known why she was living in Serene.

In 1945, Martin and Lizzie Black sold the additional lots to the south of 725 Lincoln to Thomas and Nora Burgess, who built the house at 715 Lincoln. Also in 1945, the Blacks acquired the south 10 feet of Lot 4 from the owners of 741 Lincoln to the north. This was likely intended to provide additional space for a driveway and garage.

The following photo of the building is from the County Assessor Card from 1948 and shows a few people on the porch:



The following is the ground layout as shown on the 1948 County Assessor card:



The card also listed a garage with the dimension of 18 x 22 on the property. The house in 1948 consisted of 968 square feet.

Lizzie Black died in 1955. Martin Black then remarried to Maude Ramsey. She had been born in 1897. In 1958, Martin Black transferred ownership of 725 Lincoln from just himself to both himself and Maude Ramsey Black.

Black died in 1960. Also in 1960, Maude Black sold 725 Lincoln. She died in 1967.

Forbis Ownership, 1960-1989

In 1960, Boyd O. and Callie J. Forbis purchased 725 Lincoln from Maude Black. Boyd Forbis was born in Missouri in 1901. Callie Cooley Forbis was born in Missouri in 1904. Their children were Larella (born 1927) and Derl (born 1930). Boyd had worked as a coal miner for 27 years, moving into carpentry and construction work after the closure of the area's coal mines.

Boyd Forbis passed away in 1975. In 1986, Callie Forbis transferred ownership of 725 Lincoln to Derl Forbis and Larella Forbis Stout. Callie Forbis died in 1988.

Solek Ownership, 1989-present

In 1989, after the death of Callie Forbis the previous year, current owner Elizabeth Solek purchased 725 Lincoln from Derl Forbis and Larella Forbis Stout.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, and related resources, and Louisville directories, newspaper articles, maps, files, obituary records, survey records, and historical photographs from the collection of the Louisville Historical Museum.



Landmark Designation Nomination Form

(6/09)

DATE: 6/17
~~3/15/16~~

LANDMARK APPLICATION FOR:

- Individual Site/Building Landmark
- Historic District

NOMINATION MADE BY:

- Owner
- Historic Preservation Commission
- City Council
- Third Party

Name: Elizabeth Solek
 Address: 725 Lincoln Ave, Louisville, CO
 Phone: 303 579 9446 Email: betzgirls@gmail.com
 Relationship to Owner: same

LOCATION OF PROPOSED LANDMARK:

Address: _____

Legal Description (Lot Number, Block Number, and Subdivision): _____

Property Name (Historic and/or Common): _____

Former Addresses (If Known): _____

OWNER INFORMATION

(For district applications, please attach separate sheet)

Name: _____

Address: _____

Phone: _____

BOUNDARIES and TYPE OF DESIGNATION

Description of Boundary Determination:

Historic Preservation Commission
 Planning Department 749 Main Street Louisville CO 80027
 303.335.4591 (phone) 303.335.4550 (fax) www.louisvilleco.gov

CLASSIFICATION

Category	Ownership	Status	Present Use	Existing Designation
<input type="checkbox"/> Building	<input type="checkbox"/> Public	<input type="checkbox"/> Occupied	<input type="checkbox"/> Residential	<input type="checkbox"/> National Register
<input type="checkbox"/> Structure	<input type="checkbox"/> Private	<input type="checkbox"/> Unoccupied	<input type="checkbox"/> Commercial	<input type="checkbox"/> Colorado Register
<input type="checkbox"/> Site			<input type="checkbox"/> Educational	
<input type="checkbox"/> District			<input type="checkbox"/> Religious	
<input type="checkbox"/> Object			<input type="checkbox"/> Agricultural	
			<input type="checkbox"/> Government	
			<input type="checkbox"/> Other	

SIGNIFICANCE

Site/Building is Over 50 Years Old and meet one of the following standards

Historic Landmark of Significance – must meet one (1) or more of the following criteria

Architectural Significance: The property:

- exemplifies specific elements of an architectural style or period;
- is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
- demonstrates superior craftsmanship or high artistic value; represents an innovation in construction, materials or design; is of a style particularly associated with the Louisville area;
- represents a built environment of a group of people in an era of history that is culturally significant to Louisville;
- shows a pattern or grouping of elements representing at least one of the above criteria; or
- is a significant historic remodel.

Social Significance: The property is the site of a historic event that had an effect upon society; exemplifies cultural, political, economic or social heritage of the community or is associated with a notable person or the work of a notable person.

Geographic or Environmental Significance: The property enhances the sense of identity of the community or is an established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.

Prehistoric or Archaeological Site The property has yielded, or may be likely to yield, information important in prehistory or history.

HISTORICAL INFORMATION

Please attach a narrative of the historical significance of the property. Include a title search or city directory research if the property is important for its association with a significant person.

PHOTOS

Please include photos of EACH ELEVATION of EACH BUILDING and STRUCTURE on the property.

<p>FOR OFFICE USE ONLY</p> <p>Application Number _____</p> <p>Date Filed with Planning Department _____</p> <p>Date Determined "Eligible" _____ Date Determined "Ineligible" _____</p> <p>Application <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p> HPC Resolution # _____, CC Resolution # _____</p> <p>Date Recorded _____</p>
--

Historic Landmark Agreement

Property Address: 725 Lincoln Ave, Louisville, CO 80027
Property Legal Description: _____

The undersigned owner(s) hereby agrees that the property above described be considered for local historic landmark designation, pursuant to the Louisville Landmark Preservation Ordinance, Ordinance No. 1463, Series 2005, as codified in Chapter 15.36 of the Louisville Municipal Code and amended from time to time (the "Ordinance").

I understand that upon designation, I or my successors in ownership of the property will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance prior to the occurrence of any of the following:

- 1. Reconstruction or alteration of the exterior of the improvements on the property, or;
- 2. Construction of, addition to, or demolition of improvements on the property.

I further understand that I or my successors in ownership will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance if a building permit for the property is requested for any one of the following:

- 1. Alteration or reconstruction of or an addition to the exterior of any improvement which constitutes all or part of a landmark structure or landmark district;
- 2. Demolition or relocation of any improvement which constitutes all or part of a landmark structure or landmark district; or
- 3. Construction or erection of or an addition to any improvement upon any land included in a landmark district.

I understand that as part of any such review process, the Historic Preservation Commission shall be under the time constraints and other requirements as set forth in the Ordinance.

I also understand that any historic landmark designation for the property transfers with the title of the property should the property be sold.

DATED this 17 day of June, 2016.

Elizabeth Solek
Owner Name (please print)

Elizabeth Solek
Owner Signature

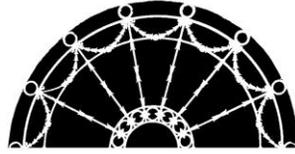
State of _____)
)ss.

County of _____)

Subscribed and sworn before me this _____ day of _____, 200____,
by _____.

Witness my hand and official seal. My commission expires _____.

Notary Public



BPS

HISTORIC BUILDING CONDITION ASSESSMENT
OF
725 LINCOLN AVENUE, LOUISVILLE, COLORADO



Prepared For:

Betty Solek

725 Lincoln Avenue
Louisville, CO

Prepared By:

Phillip Barlow, Historic Preservation Consultant

Barlow Preservation Services, LLC: Consulting Division

4576 Tanglewood Trail, Boulder, CO 80301

303-746-1602 : phil@barlowpreservationservices.com

Evaluated November 14th, 2014

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Introduction

Study Summary

This study was conducted to assess the current condition of the property and assign preservation priorities to ensure that rehabilitation funds are spent on the most appropriate items. The property was inspected visually and through non-destructive means to identify maintenance items. There may be hidden issues that were not noticed, and it is recommended that any budget include a contingency percentage to deal with unforeseen circumstances.

The property was inspected on November 14th at 10:00am by Phillip Barlow of BPS, LLC: Consulting Division. The temperature was moderate and the sky was clear. The house was shown to Mr. Barlow by owner Betty Solek who provided installation dates and other information.

The overall finding is that the home is in good condition with no major maintenance items necessary. Windows are a typical area of concern, but this home's windows have been mostly replaced with a mix of wood casements and vinyl double-hung windows. There are three original wood windows on the south and east elevations, all in the living room which is the first room encountered when you enter the home. All of the original windows which have been restored, and are protected by storm windows. The most important item to address is the electrical system, which has been partially upgraded, but still features live knob and tube wiring in the attic where it can potentially be subject to damage or overheating due to surrounding materials.

Developmental History

Historical Background and Context

This history was written by Bridget Bacon, Museum Coordinator for the Louisville History Museum as part of the landmarking application for this property.

Louisville Historical Museum
Department of Library & Museum Services
City of Louisville, Colorado
October 2014

725 Lincoln Ave. History

Legal Description: Lots 5-6 & S 10 ft of Lot 4, Block 9, Pleasant Hill Addition

Year of Construction: circa 1900-1904

Summary: This was the home of Martin Black and Lizzie Thirlaway Black. Black lived here for 33 years. He was a union organizer during the coal mine wars of 1910-1914. Several other owners and residents of the house worked in the coal mining industry in Louisville.

Orrin T. Welch and the Establishment of the Pleasant Hill Addition

The subdivision in which 725 Lincoln is located is the Pleasant Hill Addition. This addition was platted and recorded with Boulder County in 1894 by Orrin T. Welch. Orrin Welch was the half-brother of Charles C. Welch, the prominent Colorado businessman who played the major role in the founding of Louisville and the opening of its first coal mine, the Welch Mine, back in the 1870s. Welch also established the Jefferson Place Addition in Louisville. In the 1890s, Charles Welch was still involved in the development of the town, in this case through the transfer of property to his half-brother, Orrin, in 1893.

Swanberger & Elberson Ownership (1904-1915); Discussion of Date of Construction

Online County property records showing the dates when deeds were recorded with the County show that Orrin Welch (the half-brother of Charles C. Welch) sold the parcel, consisting of lots 5 and 6, to Lydia Swanberger (spelled as Swamberger in the records) in 1904. Also in 1904, Lydia Swanberger granted a deed of trust to McAllister Supply & Lumber Co. In 1908, Lydia Swanberger further acquired Lots 7 & 8 to the south of 725 Lincoln from Jeanette Welch, the wife of Charles C. Welch.

Lydia Swanberger was born in Ohio in 1867, and her husband, Fred, was born in Ohio in 1865. He worked as a carpenter. In 1905, Fred was a trustee of the Louisville Baptist Church located at 701 Grant, not far from their home at 725 Lincoln.

The 1910 federal census records appear to show the Swanberger family living at 725 Lincoln and they are listed as the owners of the property (and there is no indication that they owned any other property in Louisville at the time). Listed in the census records along with Fred and Lydia were their daughter, Myrle, who was 22 and a teacher; son, Walter, age 20; and son, Willard, age 9.

The County Assessor card for 725 Lincoln from 1948 gives the year 1900 as the date of construction for this house. The County website also gives this year as the date of construction. However, the County is sometimes in error with respect to the dates of construction of Louisville buildings, so other evidence is looked to. The indication in the property records that this parcel wasn't sold by the developer to a purchaser until 1904 would seem to suggest that the house had not yet been built, though the possibility that the developer built the house or that the first owner built it before the deed was recorded cannot be ruled out. The recording of a document in 1904 by which Lydia Swanberger granted a deed of trust to McAllister Supply & Lumber Co. would seem to be relevant, as it could suggest that McAllister was supplying materials for a house. The 1904 directory lists Fred and Lydia "Swamberger" as living on "Lincoln btw. Pine & Spruce." The house also appears in the correct location on the 1909 Drumm's Wall Map of Louisville. For all of these reasons, the estimated year of construction is "circa 1900-1904."

In 1914, Lydia Swanberger sold the property at 725 Lincoln and the additional lots to the south to Irving Elberson, who was the managing partner and cashier for the Louisville Bank and who was one of the people who had platted the nearby Capitol Hill Addition in Louisville in 1904.

Biber Ownership, 1915-1919

In 1915, Herman Biber purchased 725 Lincoln and additional lots to the south. He was born in 1875 in Switzerland and worked as a mining engineer. His wife, Carrie, was born in about 1862 in Georgia. The Louisville directories for 1916 and 1918 list Herman and Carrie Biber as living at 725 Lincoln (under one of its old addresses of 224 Lincoln; Louisville's address system changed in 1939). Herman's draft registration card for World War I stated that he worked as a mining engineer at the Matchless Mine in Louisville. The Bibers moved from Louisville to Marshall, where they were listed in the 1920 census and where Herman continued to work as a miner.

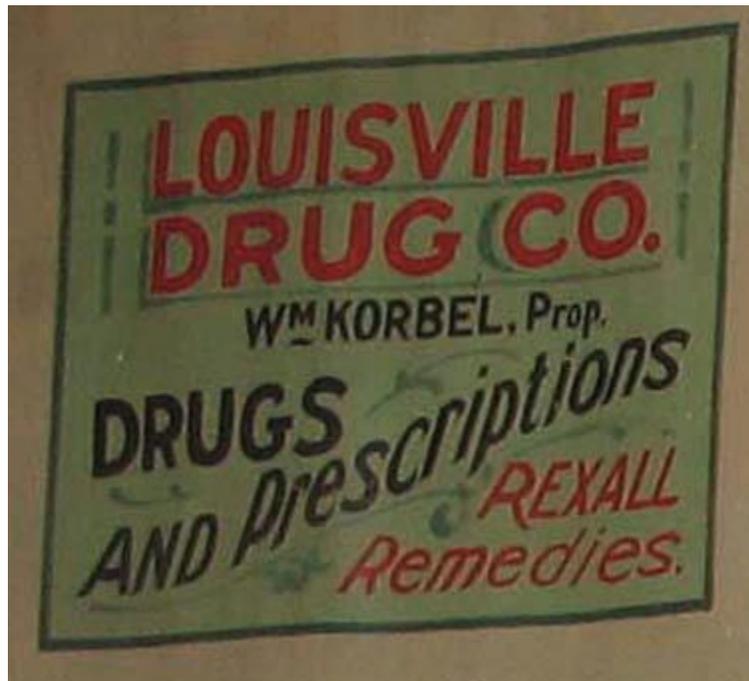
Schaefer Ownership, 1919-1922

Daniel Schaefer purchased 725 Lincoln along with the additional lots to the south in 1919 and owned it until 1922. He was born in Ohio in 1885 and worked as a weighman in a coal mine. This means that he weighed the coal that was mined, with miners getting paid by the weight of the coal. His wife, Anna Birkett, was born in 1889 in County Durham, England and grew up in Louisville. Their son, Wilbur, was born in about 1908. While the Schaefers may have lived in the house at 725 Lincoln, specific evidence showing this could not be located.

Korbel Ownership, 1922-1927

William Korbel purchased 725 Lincoln with its additional lots in 1922. He worked as a druggist in Louisville. His drug store was the Louisville Drug Co. that today is the northern half of the Double Happy Restaurant at 740 Main Street. Information on the 1920 census suggests that prior to Korbel's purchase of 725 Lincoln, the family lived at the drug store on Main Street.

The following image from the Rex Theatre movie curtain, created in circa 1927, shows an advertisement for the Louisville Drug Co. with Korbel's name:



Korbel was born in Nebraska in about 1883. His wife, Mary, was born in Nebraska in about 1884. Their children were Frances, born in about 1906, and William, born in about 1915. According to the 1926 Louisville directory, they were living in their Lincoln house.

After Korbel sold the house in 1927, he and his family moved to Fort Collins, where he continued to work as a druggist at a drug store.

Black Ownership, 1927- 1960

In 1927, Martin Black and Lizzie Thirlaway Black purchased 725 Lincoln and the extra lots to the south, which presumably were being used as yard, garden, or orchard space for 725 Lincoln.

Martin Black was born in County Durham, England in 1882 and came to the US with his family at the age of about 12. The 1900 federal census shows that the Black family went to Sweetwater, Wyoming, where Martin's father was a coal miner and where Martin was working in the mines as a mule driver at the age of 17. According to his obituary, Martin Black came to Louisville in 1905.

Elizabeth "Lizzie" Thirlaway was a member of one of Louisville's first families. Her parents, Thomas and Rebecca Thirlaway, came to Louisville from Trimdon, County Durham, England in about 1881, just three years after the town was established. Thomas worked as a coal miner. Lizzie Thirlaway was born in 1887 and grew up in the house at 641 Main St., at the southwest corner of Pine and Main (now the location of the Porch Deli).

In 1907-08, Louisville had a Bachelor Club (featured in a lighthearted *Denver Post* article on Feb. 23, 1908) as well as a Bachelor Maids club, and Lizzie Thirlaway was listed as being one of the Bachelor Maids. An undated newspaper article described the Bachelor Maids dance that took place, and included a poem about the Bachelor Maids that was written by the mother of one of the young women. Here is the part of the poem about Lizzie Thirlaway:

The bachelors all think Miss Thirlaway cute,
And try their best to beguile her,
But Lizzie says "my heart is lost" – who found it?
Why just little "Smiler."

Martin Black and Lizzie Thirlaway married in 1908. The 1910 census shows them to have been living with Lizzie's parents at their home at 641 Main Street. Both Martin and his father-in-law, Thomas Thirlaway, were listed as working as coal miners. Martin Black continued to work as a miner for his working life.

The following photo shows Lizzie Thirlaway with her parents and siblings. She is pictured on the far right of the front row.



Martin Black was deeply involved in activities of the United Mine Workers of America during the Colorado coal mine strikes of the 1910-1914 era. The strikes led up to the Ludlow Massacre in southern Colorado as well as other violent clashes in April 1914 in other parts of Colorado, including Louisville. His strong pro-union views were typical of the politics of area coal miners from County Durham, England, who brought with them a long and proud tradition of labor organization.

In 1912, the *Denver Post* listed him as one of the people listed in affidavits as being engaged in pro-union disturbances relating to the strike (along with his mother-in-law and other Thirlaway relatives). And during the 1910-1914 strike, Martin Black was a labor organizer who worked for Edward Doyle in Denver along with John Ramsey. Doyle was Secretary-Treasurer of District #15 of the United Mine Workers of America and his papers are today housed at the Denver Public Library. According to the April 21, 1914, *Denver Post*, Doyle, Ramsey, and Black sent hundreds of telegrams to President Woodrow Wilson, senators and congressmen from Colorado, labor leaders, and others to inform them of the Ludlow Massacre. The telegrams show the extent of the role played by Doyle's office in telling the country what had transpired at Ludlow. The telegram sent to the UMWA president stated, "For God's sake urge the chief executive of this nation to use his power to protect the helpless men, women and children from being slaughtered in southern Colorado. . . . Miners of the entire state growing desperate. Have wired local unions to call special meetings and hold themselves subject to call to defend themselves."

The following photo is from the collection of the Denver Public Library. The photo is described in the DPL catalog as follows: "Martin Black, bookkeeper for mining labor union organizer Ed Doyles [sic] (United Mine Workers of America), reads a ledger in the DX office, in Louisville, Boulder County, Colorado."



Martin Black was also very involved in the Louisville community. In late October 1915, he was one of the ten “special police” that the Mayor and town council appointed in the aftermath of the killing of Louisville’s town marshal, Victor Helburg, by a street peddler. It is believed that the group may have been formed to look for the assailant.

And in this baseball photo, he is shown as the second man from the right. Bert Niehoff, who was from Louisville and who became a Major League baseball player, is shown in the photo as being fifth from the right. The photo is believed to have been taken after Niehoff had achieved success in the Major League and returned to visit his family in Louisville.



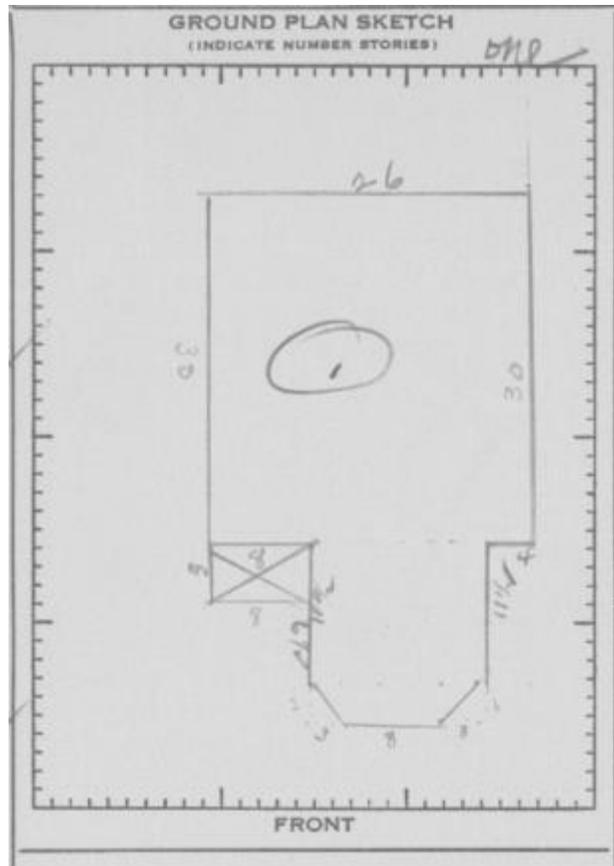
Martin Black was an enumerator for the 1930 federal census in and around Louisville, and the 1932 Louisville directory listed him as being a councilman.

Martin and Lizzie Black had just one child, Dorothy, who was born in November 1909. She died in September 1929 at the age of 19. Her obituary stated that her funeral include a floral offering from the senior class at the Louisville high School “in which she would have been had her health permitted her to continue her school work.” Her obituary stated that she had committed suicide “at her home at Serene,” which was a mining community in the Erie area. It is not known why she was living in Serene.

In 1945, Martin and Lizzie Black sold the additional lots to the south of 725 Lincoln to Thomas and Nora Burgess, who built the house at 715 Lincoln. Also in 1945, the Blacks acquired the south 10 feet of Lot 4 from the owners of 741 Lincoln to the north. This was likely intended to provide additional space for a driveway and garage. The following photo of the building is from the County Assessor Card from 1948 and shows a few people on the porch:



The following is the ground layout as shown on the 1948 County Assessor card:



The card also listed a garage with the dimension of 18 x 22 on the property. The house in 1948 consisted of 968 square feet.

Lizzie Black died in 1955. Martin Black then remarried to Maude Ramsey. She had been born in 1897. In 1958, Martin Black transferred ownership of 725 Lincoln from just himself to both himself and Maude Ramsey Black.

Black died in 1960. Also in 1960, Maude Black sold 725 Lincoln. She died in 1967.

Forbis Ownership, 1960-1989

In 1960, Boyd O. and Callie J. Forbis purchased 725 Lincoln from Maude Black. Boyd Forbis was born in Missouri in 1901. Callie Cooley Forbis was born in Missouri in 1904. Their children were Larella (born 1927) and Derl (born 1930). Boyd had worked as a coal miner for 27 years, moving into carpentry and construction work after the closure of the area's coal mines.

Boyd Forbis passed away in 1975. In 1986, Callie Forbis transferred ownership of 725 Lincoln to Derl Forbis and Larella Forbis Stout. Callie Forbis died in 1988.

Solek Ownership, 1989-present

In 1989, after the death of Callie Forbis the previous year, current owner Elizabeth Solek purchased 725 Lincoln from Derl Forbis and Larella Forbis Stout.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, and related resources, and Louisville directories, newspaper articles, maps, files, obituary records, survey records, and historical photographs from the collection of the Louisville Historical Museum.

This history of 725 Lincoln Avenue was written by Bridget Bacon, Museum Coordinator for the Louisville History Museum as part of the landmarking application for this property. It is reproduced here in its entirety.



1948 Assessor Card Image

The assessor card shows that the massing of the building remains the same, as does the rhythm, proportion, and scale of the windows, but the siding has covered the decorative shingles in the gable end, the pilasters on the bay corners, and the window surrounds.

BUILDING DESCRIPTION AND VALUE CALCULATION

CLASSIFICATION NO. 1450 MAIN BUILDING DESCRIPTION

TYPE AND USE

1-FAMILY DWELLING 2-FAMILY DWELLING ROW HOUSE APARTMENT BUILDING

UNITS AND ROOMS

KIND OF UNITS: 5 NUMBER OF UNITS: 5 ROOMS: 5

FOUNDATION

POSTS OR PIERS WALLS: Rock

EXTERIOR WALLS

WOOD FRAME SHEATHING NO BREATH-ING SOLID MASONRY INSULATION: 75% % AREA SIDING: WOODBOARD BOARD AND BATTEN SHINGLE: WOOD ASPHALT ASBESTOS STUCCO BRICK VENEER: COM. FACE STONE VENEER: NATIVE CUT BRICK SOLID: COM. FACE CONCRETE BLOCK

ROOF

TYPE: PITCHED FLAT LOW MEDIUM STEEP FRAMING: SIMPLE AVERAGE DIFFICULT

DATE: 1900 AGE: 45 SOURCE: APP

MAJOR ALTERATIONS OR ADDITIONS

DATE	AGE	PER CENT	DESCRIPTION	PER CENT

MAJOR ALTERATIONS OR ADDITIONS

DATE	AGE	PER CENT	DESCRIPTION	PER CENT

DATE: 1900 AGE: 45 SOURCE: APP

CLASS NO. 101A SIZE: 18x22 WIDTH X DEPTH

WALLS: wood board FLOOR: wood ROOF: wood HEATING: gas LIGHTING: plumbing

SPECIAL BUILDING NOTES: 1450

COLORADO TAX COMMISSION FORM NO. TC-R1-A (BOULDER) OUT WEST P. & S. CO., COLO., PUBL. 2489

CARD OF CARDS

AREA--MAIN BUILDING

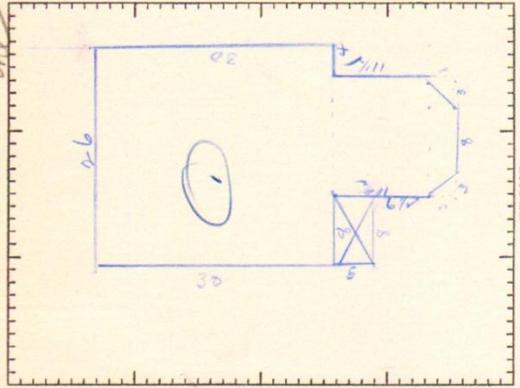
ITEM NO.	AREA OR QUANTITY	UNIT COST	TOTAL
<u>30</u>	<u>x 26</u>	<u>780</u>	<u>20580</u>
<u>112</u>	<u>x 14</u>	<u>161</u>	<u>1814</u>
<u>3</u>	<u>x 9</u>	<u>37</u>	<u>273</u>
TOTAL			<u>968</u>

REPRODUCTION COST AND FINAL VALUE

ITEM NO.	AREA OR QUANTITY	UNIT COST	TOTAL
<u>112</u>	<u>x 14</u>	<u>161</u>	<u>1814</u>
<u>30</u>	<u>x 26</u>	<u>780</u>	<u>20580</u>
ADDITIONS (PLUS)			<u>58</u>
<u>10</u>	<u>x 1</u>	<u>100</u>	<u>100</u>
DEDUCTIONS (MINUS)			<u>320</u>
BASE REPRODUCTION COST			<u>1953</u>
FINAL NET CONDITION			<u>55%</u>
FINAL VALUE--MAIN BUILDING \$			<u>1074</u>

SUMMARY OF BUILDING VALUE

DESCRIPTION	VALUE
MAIN BUILDING	\$ <u>1070</u>
GARAGE	<u>380</u>
MINOR BUILDINGS AND IMPROVEMENTS	
TOTAL BUILDINGS AND IMPROVEMENTS	\$ <u>1450</u>



DEPRECIATION AND OBSOLESCENCE

A. AGE (NORMAL DEPRECIATION) - %

B. PHYSICAL CONDITION - %

C. MODERNIZATION (MINUS) - %

D. TOTAL DEPRECIATION - %

E. NET CONDITION (100-D) - %

SPECIAL OBSOLESCENCE

F. LOCATION (AREA NO.) - %

G. OTHER - %

H. TOTAL SPECIAL OBSOLESCENCE - %

J. FINAL NET CONDITION (100-H) XE - %

1948 Assessor Card description page

Physical Description



East Elevation

725 Lincoln has a cross-gable form that sites a gable front prominently towards Lincoln Avenue while recessing the primary entrance on the south elevation ell. The projecting gable appears as a canted bay and features a one-over-one window on each of the sides with a pair of one-over-one windows centered below the gable. This projecting gable intersects at a ninety degree angle with a rectangular mass to the west and is slightly offset from center. To the rear of this side-gabled mass is a gable end which faces to the west and is the full width of the side-gable. The cross-gable plan that consists of the two intersecting rectangles that are closest to Lincoln appear to be the original form of the building, as evidenced by the assessor's card data and the inspection of the attic space, which found an older wood shingle roof covered by the gable end protruding to the west.

The roof is sheathed in asphalt shingles and features overhanging eaves which are open but which do not reveal rafter tails or the underside of the roof deck. The walls are sheathed in aluminum siding with wide reveals that terminate at the underside of the roof at 1x2 stock and butts up to the window trim.

There are three original windows on the home, all in the living room and adjacent to the main entrance which is at the southeast ell. Other windows in the house do not date to the historic period and include a bank of three wood double-hung windows in the

kitchen, and another bank of four windows over the kitchen sink. There are vinyl one-over-one windows in the other bedrooms and office, a heptagonal window near the rear bathroom, and a pair of wood casements in the master bedroom on the west elevation. Four of the windows on the north elevation are protected by retractable storm shutters.

The home features two pedestrian entrances, the original location on the southeast ell which has a projecting entry porch roof and a south elevation entrance that access the kitchen.

The foundation of the home is rubblestone under the assumed original portions of the home to the east and poured concrete under the west gable addition.



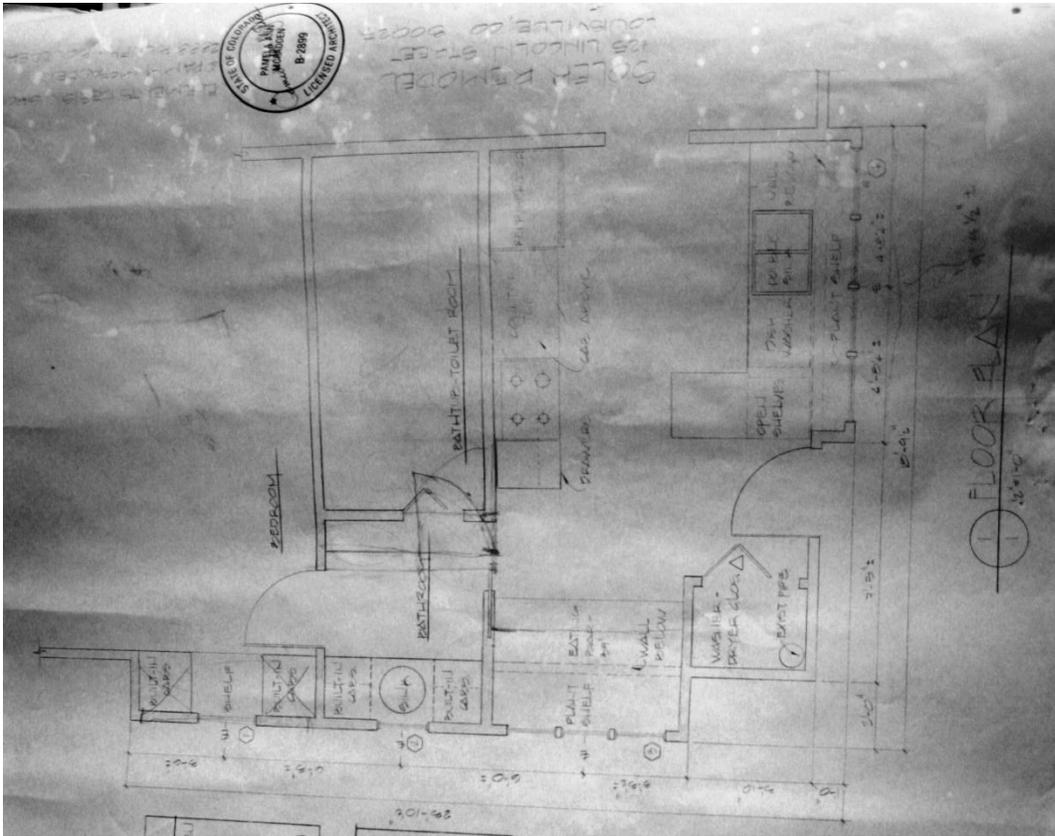
North and East Elevations



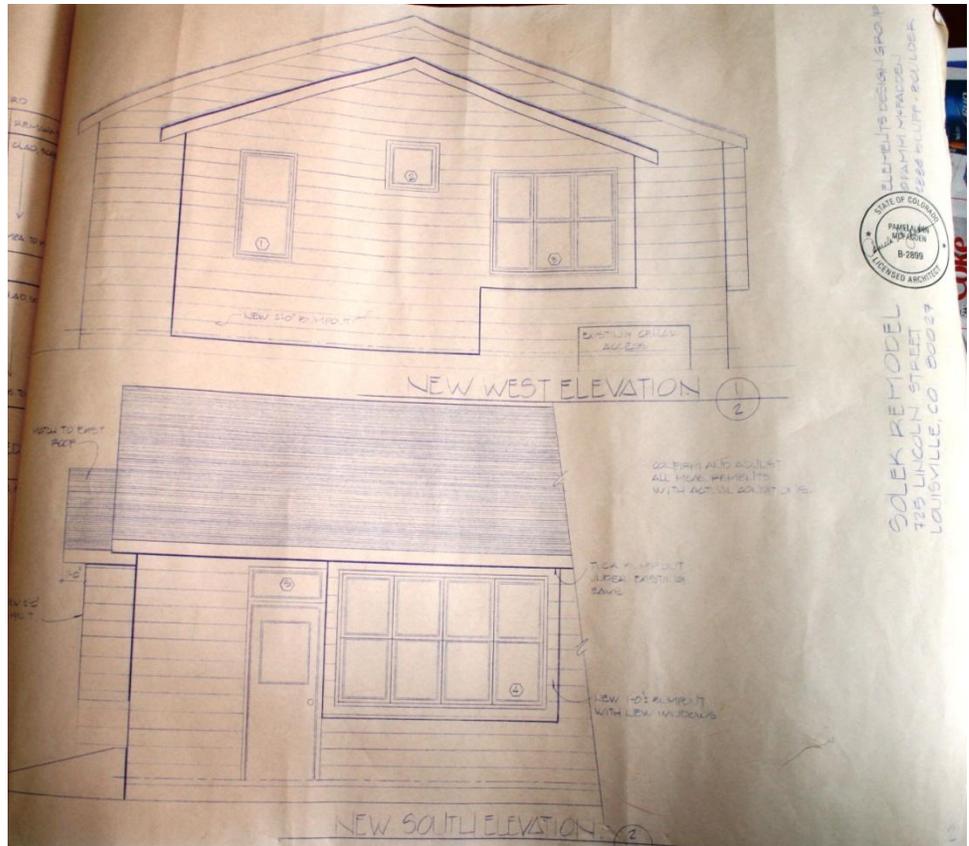
South Elevation

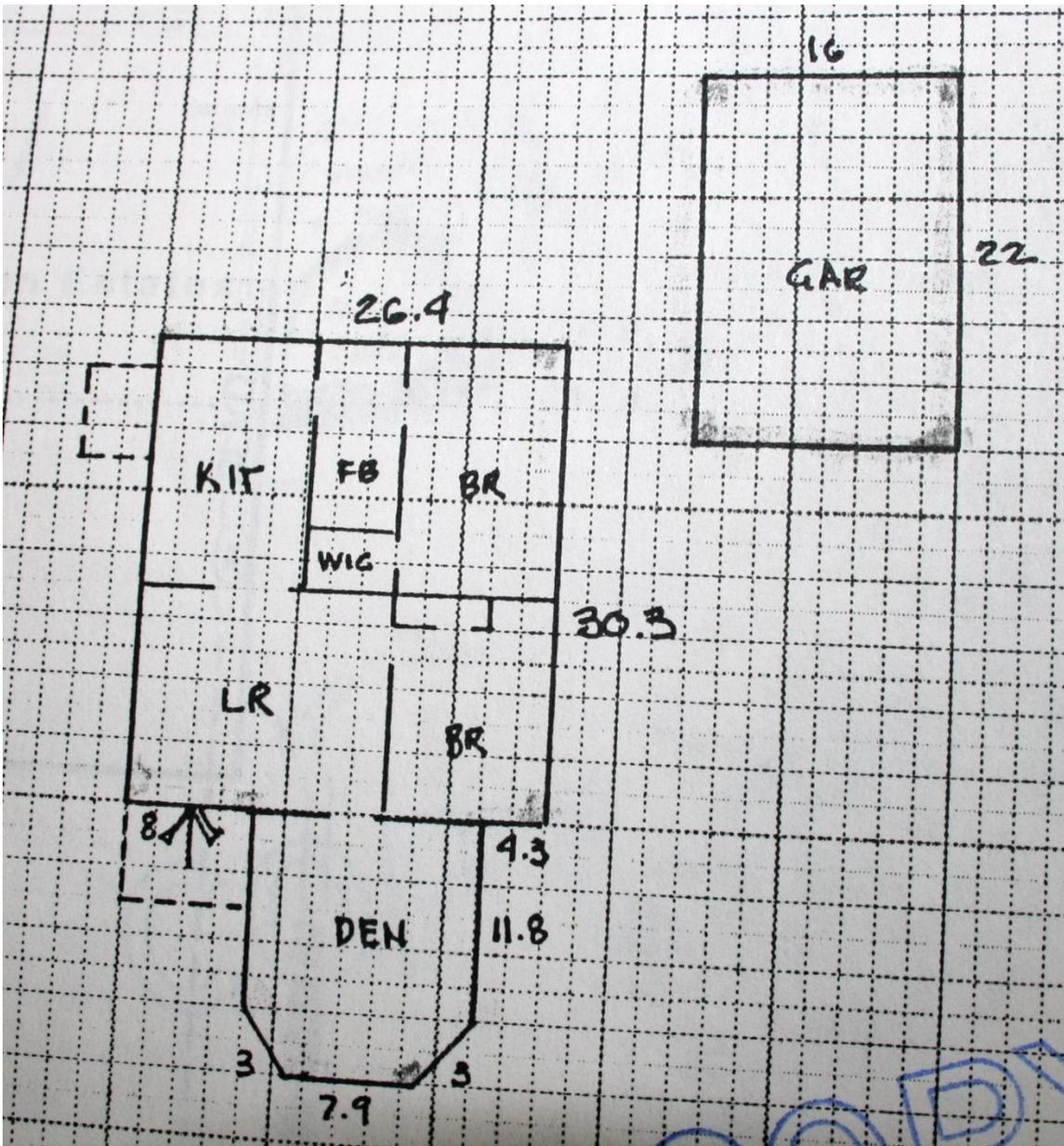


West Elevation



Plans and elevations for remodel of west elevation (From owners files, no date visible)





Floor Plan (From owners files, no date visible)

Treatment and Work Recommendations

Historic Preservation Objectives

The Secretary of the Interior's Standards for Rehabilitation

REHABILITATION IS DEFINED AS the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

Changes to a property that have acquired historic significance in their own right will be retained and preserved.

Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

New additions and adjacent or related new construction will be undertaken in a such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired. ¹

¹ National Park Service. *Standards for Rehabilitation*. Website <http://www.cr.nps.gov/hps/tps/standards/rehabilitation.htm>

Current Conditions

Exterior:

The exterior of the home consists of aluminum siding, wood trim, and asphalt shingles on the roof. There is adequate guttering around the roof and a distance of at least 8" between exterior wood and grade.

The exterior of the home appears to be in good repair with only a few areas of peeling paint on the west gable end fascia and on some of the wood window sills.



Recommendations:

- Scrape loose paint, prime with a high quality product, and repaint
- Inspect drip edges around the roof perimeter to ensure that they flange out enough to allow rain and snow to fall clear of the fascia

Roofing

Examination of the primary roof was limited to inspection from the ground and on the underside from the attic. The homeowner states that the shingles were replaced in 2004. The roof sheathing, flashing, gutters, soffit, and downspouts all appear to be in good condition.

The porch roof has been damaged by squirrels which have used the roof junction as an access point to the attic. Footprints in the snow on the roof indicate that the access point is just under the overhanging eave where it connects to the porch roof.



Recommendations:

- Repair damage to the roof and install barriers (flashing or metal sheeting, for example) where animals have been gaining access
- Create a maintenance checklist and inspect the house twice annually to catch any maintenance issues as they develop

Foundation

The more recent poured concrete foundation appears to be in good condition with no obvious defects. This portion of the house has been partially excavated to hold HVAC equipment. The older rubblestone foundation appears sound, but does have some cracked mortar and evidence of repointing in the past with Portland cement. The rubblestone foundation was only inspected from the exterior because there is only a very shallow crawl space under this portion of the house.



Recommendations:

- Tuckpoint new cracks with an appropriate mortar as determined by a mortar analysis
- Document and monitor the cracks so that if they reappear a measurement can be made of how much expansion has occurred over a set time period
- If new cracks appear or if old cracks continue to progress then a structural engineer should be consulted to determine the cause of the movement and make recommendations to arrest it.

Site and Drainage:

Based on a visual inspection around the perimeter the home appears to be well sited with no obvious deficiencies in drainage. No excessive flooding was noted by the homeowners during the 2013 flooding event.

Recommendations:

- Make sure all downspouts continue to direct water away from the home, six feet or more if possible.
- Create a maintenance checklist and inspect the house twice annually to catch any maintenance issues as they develop.

Interior:

Basement

Access to the basement/crawlspace is via a hatch on the rear of the home set in the poured concrete portion of the foundation. The excavated space was made just large enough to hold the mechanicals for the home and provide some storage. Access to the crawl space is available by crawling over the masonry unit retaining wall.

Framing visible in the basement consisted of 2x6 joists that are 24" O.C. The excavated space measures approximately 11'3" x 6'10".

No ongoing rot, water damage, or insect damage was noted during this inspection.





Recommendations:

- Create a maintenance checklist and inspect the house twice annually to catch any maintenance issues as they develop
- A good proactive approach would be to install a relative humidity and temperature monitoring device in the basement that would signal any changes that could lead to mold growth or water damage

Walls, Ceiling, Floors

The walls in the more recently remodeled portion appear to be sound with no defects to note. The walls in the original portion of the home have a few cracks, primarily radiating from corners and edges of openings indicating stress from movement. The homeowner states that they think that at least some of these cracks have appeared in the last five years.

The ceiling and floors have no defects of note.

Recommendations:

- Measure and document the cracks
- Fill the cracks and repaint, where appropriate. If the cracks reappear continue to monitor until movement has ceased
- In areas where wallpaper has cracked, it may make the most sense to simply monitor these cracks for at least a year to make sure that they have stopped moving before attempting any repairs



- If the cracks continue to grow, and especially if any approach an inch wide, a structural engineer should be brought in to consult

Windows

The living room windows are original one-over-one double-hung sash that utilizes spring pins to facilitate operation. They are finished on the interior and painted on the exterior. They have been restored within the past year and are in good condition.



Recommendations:

- Retain the original windows and periodically check the paint and glazing compound to make sure that any deterioration is quickly addressed.
- Create a maintenance checklist and inspect the house twice annually to catch any maintenance issues as they develop.

Trim/doors

Trim around the windows and the front door in the original portion of the house is fluted with bullseye corner blocks. The trim around the windows and doors in the more recent portion of the house varies but includes flat stock on the sides and a header with a bead on the top. All of the doors and trim are in good condition.



Recommendations:

- Periodically check the paint and weatherstripping on the exterior doors to make sure that any deterioration is quickly addressed.



Attic

The attic is accessed via a ventilation grill on the west gable end. This provides access to the roof over the more recent portion of the home. Framing here is 2x4 rafters set 24" on center with braces of various dimensions that tie the top chords to the bottom chords. There is no evidence of rot or ongoing water damage. Insulation consists of blown cellulose with a depth of approximately 4" and batt insulation unevenly distributed. The batt insulation is not even due to the knob and tube wiring which is run along the top of the bottom chords and would overheat if covered. No vapor barrier was observed, but it could be hidden beneath the insulation.



Attic over west gable end



Knob and Tube wiring is west gable end

The original roof is visible at the east end of this attic space, and there is a hole cut for access to this portion of the attic, but a large exhaust vent has been placed in the opening which makes passage very difficult. A visual inspection was possible however, and there were no defects or trouble spots noted.



Roofing/access to original portion of attic

Recommendations:

- Have an electrician rewire all of the exposed knob and tube wiring so that the attic can be evenly insulated
- Alter the opening between attic spaces so that inspections and repairs can be more easily conducted
- Create a maintenance checklist and inspect the house twice annually to catch any maintenance issues as they develop.

HVAC / Electrical / Plumbing

No plumbing issues were noted. It should be noted that the entire plumbing system was not inspected for the presence of lead pipe, nor is the inspector a licensed plumber. The system was checked for leaks or obvious defects.

The Furnace is a York Deluxe Diamond 80 (80.0 AFUE), which is a model that is currently still being sold today. The water heater is an A. O. Smith ProMax model # FCG 40 248. The homeowners report no known issues.



As described in the attic portion, the weak link in the electrical system is the knob and tube wiring that is exposed in the attic. While the wiring that remains in the wall may be in good condition, the visible portion in the attic appeared worn and is subject to potential damage due to its installation on the top of the joists. Finally, the presence of knob and tube in this location prevents the installation of adequate insulation, which should be a priority.

Preservation Priorities

The house was found to be in good overall condition with only two items, the modification to the electrical system and installation of more insulation, to be high priority. The home is maintained well, which is the best way to prevent deterioration. Water infiltration is the biggest cause of problems in an older home, so “Holding the Line – Controlling unwanted moisture in historic buildings” is attached as a reference.

High Priority:

- Have the electrical system evaluated by an electrician and the exposed knob and tube in the attic replaced with wiring that is approved to be covered by insulation
- Repair the porch roof and install barriers to prevent animal entry
- Insulate the attic to a recommended R-value of 49 with the material of your choice
- Create a maintenance checklist and inspect the property twice a year to catch any developing issues early. Take photographs of suspected issues so that they can be compared over time to determine if a crack or peeling paint is stable or worsening

Medium Priority:

- Document and monitor the cracks on the interior walls
- Document and monitor the cracks in the rubble stone foundation
- Scrape loose paint, sand, and repaint exposed exterior trim (CHECK FOR LEAD PAINT FIRST, FOLLOW EPA LEADSAFE GUIDELINES)

Low Priority:

- Although not a deterioration concern, it is recommended that an energy audit be conducted to determine how the home is performing in terms of energy efficiency. An audit will be helpful to find any air infiltration problem areas and will help determine where efficiency upgrades will be most effective

APPENDIX

Holding the Line Controlling Unwanted Moisture in Historic Buildings

Sharon C. Park, AIA

- » [Remedial Actions](#)
- » [How and Where to Look for Damaging Moisture](#)
- » [Looking for Signs](#)
- » [Uncovering and Analyzing Moisture Problems](#)
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A NOTE TO OUR USERS: The web versions of the **Preservation Briefs** differ somewhat from the printed versions. Many illustrations are new, captions are simplified, illustrations are typically in color rather than black and white, and some complex charts have been omitted.

Uncontrolled moisture is the most prevalent cause of deterioration in older and historic buildings. It leads to erosion, corrosion, rot, and ultimately the destruction of materials, finishes, and eventually structural components. Ever-present in our environment, moisture can be *controlled* to provide the differing *levels* of moisture necessary for human comfort as well as the longevity of historic building materials, furnishings, and museum collections. The challenge to building owners and preservation professionals alike is to understand the patterns of moisture movement in order to better manage it—not to try to eliminate it. There is never a single answer to a moisture problem. Diagnosis and treatment will always differ depending on where the building is located, climatic and soil conditions, ground water effects, and local traditions in building construction.

Remedial Actions within an Historic Preservation Context

In this Brief, advice about controlling the sources of unwanted moisture is provided within a preservation context based on philosophical principles contained in the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Following the Standards means significant materials and features that contribute to the historic character of the building should be preserved, not damaged during remedial treatment.



Applying a waterproof coating to an above-ground masonry wall can trap moisture underneath, causing further damage to the historic material. Photo: NPS files.

It also means that physical treatments should be reversible, whenever possible. The majority of treatments for moisture management in this Brief stress preservation maintenance for materials, effective drainage of troublesome ground moisture, and improved interior ventilation.

The Brief encourages a systematic approach for evaluating moisture problems which, in some cases, can be undertaken by a building owner. Because the source of moisture can be elusive, it may be necessary to consult with historic preservation professionals prior to starting work that would affect historic materials. Architects, engineers, conservators, preservation contractors, and staff of State Historic Preservation Offices (SHPOs) can provide such advice. Regardless of who does the

work, however, these are the principles that should guide treatment decisions:

Avoid remedial treatments without prior careful diagnosis.

Undertake treatments that protect the historical significance of the resource.

Address issues of ground-related moisture and rain run-off thoroughly.

Manage existing moisture conditions before introducing humidified/dehumidified mechanical systems.

Implement a program of ongoing monitoring and maintenance once moisture is controlled or managed.

Be aware of significant landscape and archeological resources in areas to be excavated.

Finally, mitigating the effects of catastrophic moisture, such as floods, requires a different approach and will not be addressed in this Brief.

How and Where to Look for Damaging Moisture

Finding, treating, and managing the sources of damaging moisture requires a systematic approach that takes time, patience, and a thorough examination of all aspects of the problem-including a series of variable conditions. Moisture problems may be a direct result of one of these factors or may be attributable to a combination of interdependent variables.

Factors Contributing to Moisture Problems

A variety of simultaneously existing conditions contribute to moisture problems in old buildings. For recurring moisture problems, it may be necessary for the owner or preservation professional to address many, if not all, of the following variables:

Types of building materials and construction systems

Type and condition of roof and site drainage systems and their rates of discharge

Type of soil, moisture content, and surface /subsurface water flow adjacent to building

Building usage and moisture generated by occupancy

Condition and absorption rates of materials

Type, operation, and condition of heating, ventilating, cooling, humidification/ dehumidification, and plumbing systems

Daily and seasonal changes in sun, prevailing winds, rain, temperature, and relative humidity (inside and outside), as well as seasonal or tidal variations in groundwater levels

Unusual site conditions or irregularities of construction

Conditions in affected wall cavities, temperature and relative humidity, and dewpoints

Amount of air infiltration present in a building

Adjacent landscape and planting materials

Diagnosing and treating the cause of moisture problems requires looking at both the localized decay, as well as understanding the performance of the entire building and site. Moisture is notorious for traveling far from the source, and moisture movement within concealed areas of the building construction make accurate diagnosis of the source and path difficult. Obvious deficiencies, such as broken pipes, clogged gutters, or cracked walls that contribute to moisture damage, should always be

corrected promptly. For more complicated problems, it may take several months or up to four seasons of monitoring and evaluation to complete a full diagnosis. Rushing to a solution without adequate documentation can often result in the unnecessary removal of historic materials-and worse-the creation of long-term problems associated with an increase, rather than a decrease, in the unwanted moisture.



Debris will impede the normal flow of water from the roof's gutter and downspout system to the ground and result in moisture problems. Photo: NPS files.

Looking for Signs

Identifying the type of moisture damage and discovering its source or sources usually involves the human senses of sight, smell, hearing, touch, and taste combined with intuition. Some of the more common signs of visible as well as hidden moisture damage, include:

Presence of standing water, mold, fungus, or mildew

Wet stains, eroding surfaces, or efflorescence (salt deposits) on interior and exterior surfaces

Flaking paint and plaster, peeling wallpaper, or moisture blisters on finished surfaces

Dank, musty smells in areas of high humidity or poorly ventilated spaces

Rust and corrosion stains on metal elements, such as anchorage systems and protruding roof nails in the attic

Cupped, warped, cracked, or rotted wood

Spalled, cracked masonry or eroded mortar joints

Faulty roofs and gutters including missing roofing slates, tiles, or shingles and poor condition of flashing or gutters

Condensation on window and wall surfaces

Ice dams in gutters, on roofs, or moisture in attics

Uncovering and Analyzing Moisture Problems

Moisture comes from a variety of external sources. Most problems begin as a result of the weather in the form of rain or snow, from high ambient relative humidity, or from high water tables. But some of the most troublesome moisture damage in older buildings may be from internal sources, such as leaking plumbing pipes, components of heating, cooling, and climate control systems, as well as sources related to use or occupancy of the building. In some cases, moisture damage may be the result of poorly designed original details, such as projecting outriggers in rustic structures that are vulnerable to rotting, and may require special treatment. The five most common sources of unwanted moisture include:

Above grade exterior moisture entering the building

Below grade ground moisture entering the building

Leaking plumbing pipes and mechanical equipment

Interior moisture from household use and climate control systems

Water used in maintenance and construction materials.

Above grade exterior moisture generally results from weather related moisture entering through deteriorating materials as a result of deferred maintenance, structural settlement cracks, or damage from high winds or storms.

Such sources as faulty roofs, cracks in walls, and open joints around window and door openings can be corrected through either repair or limited replacement.

Due to their age, historic buildings are notoriously "drafty," allowing rain, wind, and damp air to enter through missing mortar joints; around cracks in windows, doors, and wood siding; and into uninsulated attics. In some cases, excessively absorbent materials, such as soft sandstone, become saturated from rain or gutter overflows, and can allow moisture to dampen interior surfaces. Vines or other vegetative materials allowed to grow directly on building materials without trellis or other framework can cause damage from roots eroding mortar joints and foundations as well as dampness being held against surfaces. In most cases, keeping vegetation off buildings, repairing damaged materials, replacing flashings, rehangng gutters, repairing downspouts, repointing mortar, caulking perimeter joints around windows and doors, and repainting surfaces can alleviate most sources of unwanted exterior moisture from entering a building above grade.



Damp interior plaster around windows generally indicates moisture has entered from the outside. Photo: NPS files.

Below grade ground moisture is a major source of unwanted moisture for historic and older buildings. *Proper handling of surface rain run-off is one of the most important measures of controlling unwanted ground moisture.* Rain water is often referred to as "bulk moisture" in areas that receive significant annual rainfalls or infrequent, but heavy,

precipitation. For example, a heavy rain of 2" per hour can produce 200 gallons of water from downspout discharge alone for a house during a one hour period. When soil is saturated at the base of the building, the moisture will wet footings and crawl spaces or find its way through cracks in foundation walls and enter into basements. Moisture in saturated basement or foundation walls-also exacerbated by high water tables-will generally rise up within a wall and eventually cause deterioration of the masonry and adjacent wooden structural elements.



A clogged or broken downspout causes the water to pour directly into the ground. NPS files. Photo: NPS files.

Builders traditionally left a working area, known as a builder's trench, around the exterior of a foundation wall. These trenches have been known to increase moisture problems if the infill soil is less than fully compacted or includes rubble backfill, which, in some cases, may act as a reservoir holding damp materials against masonry walls. Broken subsurface pipes or downspout drainage can leak into the builder's trench and dampen walls some distance from the source. Any subsurface penetration of the foundation wall for sewer, water, or other piping also can act as a direct conduit of ground moisture unless these holes are well sealed. A frequently unsuspected, but serious, modern source of ground moisture is a landscape irrigation system set too close to the building. Incorrect placement of sprinkler heads can add a tremendous amount of moisture at the foundation level and on wall surfaces.

The ground, and subsequently the building, will stay much drier by 1) re-directing rain water away from the foundation through sloping grades, 2) capturing and disposing downspout water well away from the building, 3) developing a controlled ground gutter or effective drainage for buildings historically without gutters and downspouts, and 4) reducing splash-back of moisture onto foundation walls. The excavation of foundations and the use of dampproof coatings and footing drains should only be used after the measures of reducing ground moisture listed above have been implemented.

Leaking plumbing pipes and mechanical equipment can cause immediate or long-term damage to historic building interiors. Routine maintenance, repair, or, if necessary, replacement of older plumbing and mechanical equipment are common solutions. Older water and sewer pipes are subject to corrosion over time. Slow leaks at plumbing joints hidden within walls and ceilings can ultimately rot floor boards, stain ceiling plaster, and lead to decay of structural members. Frozen pipes that crack can damage interior finishes. In addition to leaking plumbing pipes, old radiators in some historic buildings have been replaced with water-supplied fan coil units which tend to leak. These heating and cooling units, as well as central air equipment, have overflow and condensation pans that require cyclical maintenance to avoid mold and mildew growth and corrosion blockage of drainage channels. Uninsulated forced-air sheet metal ductwork and cold water pipes in walls and

ceilings often allow condensation to form on the cold metal, which then drips and causes bubbling plaster and peeling paint. Careful design and vigilant maintenance, as well as repair and insulating pipes or ductwork, will generally rid the building of these common sources of moisture.

Interior moisture from building use and modern humidified heating and cooling systems can create serious problems. In northern U.S. climates, heated buildings will have winter-time relative humidity levels ranging from 10%-35% Relative Humidity (RH). A house with four occupants generates between 10 and 16 pounds of water a day (approximately 1 ½- 2 gallons) from human residents. Moisture from food preparation, showering, or laundry use will produce condensation on windows in winter climates.

When one area or floor of a building is air-conditioned and another area is not, there is the chance for condensation to occur between the two areas. Most periodic condensation does not create a long-term problem.

Humidified climate control systems are generally a major problem in museums housed within historic buildings.

They produce between 35%-55% RH on average which, as a vapor, will seek to dissipate and equalize with adjacent spaces. Moisture can form on single-glazed windows in winter with exterior temperatures below 30°F and interior temperatures at 70°F with as little as 35% RH. Frequent condensation on interior window surfaces is an indication that moisture is migrating into exterior walls, which can cause long-term damage to historic materials. Materials and wall systems around climate controlled areas may

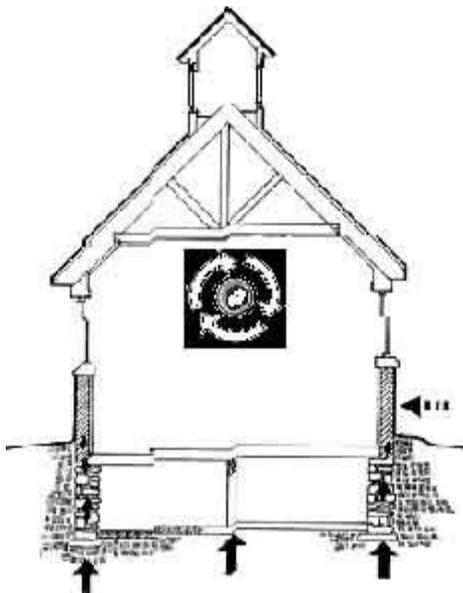
need to be made of moisture resistant finishes in order to handle the additional moisture in the air. Moist interior conditions in hot and humid climates will generate mold and fungal growth. Unvented mechanical equipment, such as gas stoves, driers, and kerosene heaters, generate large quantities of moisture. It is important to provide adequate ventilation and find a balance between interior temperature, relative humidity, and airflow to avoid interior moisture that can damage historic buildings.

Moisture from maintenance and construction materials can cause damage to adjacent historic materials. Careless use of liquids to wash floors can lead to water seepage through cracks and dislodge adhesives or cup and curl materials. High-pressure power washing of exterior walls and roofing materials can force water into construction joints where it can dislodge mortar, lift roofing tiles, and saturate frame walls and masonry. Replastered or newly plastered interior walls or the construction of new additions attached to historic buildings may hold moisture for months; new plaster, mortar, or concrete should be fully cured before they are painted or finished. The use of materials in projects that have been damaged by moisture *prior* to installation or have too high a moisture content may cause concealed damage.



If adequate ventilation is installed, damage to interior walls such as this can be prevented. NPS files.Photo: NPS files.

Knowing the five most common sources of moisture that cause damage to building materials is the first step in diagnosing moisture problems. But it is also important to understand the basic mechanisms that affect moisture movement in buildings. Moisture transport, or movement, occurs in two states: liquid and vapor. It is directly related to pressure differentials. For example, water in a gaseous or vapor state, as warm moist air, will move from its high pressure area to a lower pressure area where the air is cooler and drier. Liquid water will move as a result of differences in hydrostatic pressure or wind pressure. *It is the pressure differentials that drive the rate of moisture migration in either state.* Because the building materials themselves resist this moisture movement, the rate of movement will depend on two factors: the permeability of the materials when affected by vapor and the absorption rates of materials in contact with liquid.



The dynamic forces that move air and moisture through a building are important to understand, particularly when selecting a treatment to correct a moisture problem. This drawing shows how moisture can invade "inward" from the exterior; "upward" from the ground; and be generated from "within" the interior. All have damaging effects. Drawing: NPS files.

The mechanics, or physics, of moisture movement is complex, but if the driving force is difference in pressure, then an approach to reducing moisture movement and its damage is to reduce the difference in pressure, not to increase it. That is why the treatments discussed in this Brief will look at *managing moisture by draining bulk moisture and ventilating vapor moisture* before setting up new barriers with impermeable coatings or over-pressurized new climate control systems that threaten aging building materials and archaic construction systems.

Three forms of moisture transport are particularly important to understand in regards to historic buildings--*infiltration, capillary action, and vapor diffusion*--remembering, at the same time, that the subject is infinitely complex and, thus, one of continuing scientific study. Buildings were traditionally designed to deal with the movement of air. For example, cupolas and roof lanterns allowed hot air to rise and provided a natural draft to pull air through buildings. Cavity walls in both frame and masonry buildings were constructed to allow moisture to dissipate in the air space between external and internal walls. Radiators were placed in front of windows to keep cold surfaces warm, thereby reducing condensation on these surfaces.

Many of these features, however, have been altered

over time in an effort to modernize appearances, improve energy efficiency, or accommodate changes in use. The change in use will also affect moisture movement, particularly in commercial and industrial buildings with modern mechanical systems. Therefore, the way a building handles air and moisture today may be different from that intended by the original builder or architect, and poorly conceived changes may be partially

responsible for chronic moisture conditions.

Moisture moves into and through materials as both a visible liquid (capillary action) and as a gaseous vapor (infiltration and vapor diffusion). Moisture from leaks, saturation, rising damp, and condensation can lead to the deterioration of materials and cause an unhealthy environment. Moisture in its solid form, ice, can also cause damage from frozen, cracked water pipes, or split gutter seams or spalled masonry from freeze-thaw action. Moisture from melting ice dams, leaks, and condensation often can travel great distances down walls and along construction surfaces, pipes, or conduits. The amount of moisture and how it deteriorates materials is dependent upon complex forces and variables that must be considered for each situation.

Determining the way moisture is handled by the building is further complicated because each building and site is unique. Water damage from blocked gutters and downspouts can saturate materials on the outside, and high levels of interior moisture can saturate interior materials. Difficult cases may call for technical evaluation by consultants specializing in moisture monitoring and diagnostic evaluation. In other words, it may take a team to effectively evaluate a situation and determine a proper approach to controlling moisture damage in old buildings.

Infiltration is created by wind, temperature gradients (hot air rising), ventilation fan action, and the stack or chimney effect that draws air up into tall vertical spaces. Infiltration as a dynamic force does not actually move liquid water, but is the vehicle by which dampness, as a component of air, finds its way into building materials. Older buildings have a natural air exchange, generally from 1 to 4 changes per hour, which, in turn, may help control moisture by diluting moisture within a building. The tighter the building construction, however, the lower will be the infiltration rate and the natural circulation of air. In the process of infiltration, however, moisture that has entered the building and saturated materials can be drawn in and out of materials, thereby adding to the dampness in the air. Inadequate air circulation where there is excessive moisture (i.e., in a damp basement), accelerates the deterioration of historic materials. To reduce the unwanted moisture that accompanies infiltration, it is best to incorporate maintenance and repair treatments to close joints and weatherstrip windows, while providing controlled air exchanges elsewhere. The worst approach is to seal the building so completely, while limiting fresh air intake, that the building cannot breathe.

Capillary action occurs when moisture in saturated porous building materials, such as masonry, wicks up or travels vertically as it evaporates to the surface. In capillary attraction, liquid in the material is attracted to the solid surface of the pore structure causing it to rise vertically; thus, it is often called "rising damp," particularly when found in conjunction with ground moisture. It should not, however, be confused with moisture that laterally penetrates a foundation wall through cracks and settles in the basement. Not easily controlled, most rising damp comes from high water tables or a constant source under the footing. In cases of damp masonry walls with capillary action, there is usually a whitish stain or horizontal tide mark of efflorescence that seasonally fluctuates about 1- 3 feet above

grade where the excess moisture evaporates from the wall. This tide mark is full of salt crystals, that have been drawn from the ground and building materials along with the water, making the masonry even more sensitive to additional moisture absorption from the surrounding air. Capillary migration of moisture may occur in any material with a pore structure where there is a constant or recurring source of moisture. The best approach for dealing with capillary rise in building materials is to reduce the amount of water in contact with historic materials. If that is not possible due to chronically high water tables, it may be necessary to introduce a horizontal damp-proof barrier, such as slate course or a lead or plastic sheet, to stop the vertical rise of moisture. Moisture should not be sealed into the wall with a waterproof coating, such as cement parging or vinyl wall coverings, applied to the inside of damp walls. This will only increase the pressure differential as a vertical barrier and force the capillary action, and its destruction of materials, higher up the wall.

Vapor diffusion is the natural movement of pressurized moisture vapor through porous materials. It is most readily apparent as humidified interior air moves out through walls to a cooler exterior. In a hot and humid climate, the reverse will happen as moist hot air moves into cooler, dryer, air-conditioned, interiors. The movement of the moisture vapor is not a serious problem until the dewpoint temperature is reached and the vapor changes into liquid moisture known as *condensation*. This can occur within a wall or on interior surfaces. Vapor diffusion will be more of a problem for a frame structure with several layers of infill materials within the frame cavity than a dense masonry structure. Condensation as a result of vapor migration usually takes place on a surface or film, such as paint, where there is a change in permeability.

The installation of climate control systems in historic buildings (mostly museums) that have *not* been properly designed or regulated and that force pressurized damp air to diffuse into perimeter walls is an ongoing concern. These newer systems take constant monitoring and back-up warning systems to avoid moisture damage.

Long-term and undetected condensation or high moisture content can cause serious structural damage as well as an unhealthy environment, heavy with mold and mildew spores. Reducing the interior/exterior pressure differential and the difference between interior and exterior temperature and relative humidity helps control unwanted vapor diffusion. This can sometimes be achieved by reducing interior relative humidity. In some instances, using vapor barriers, such as heavy plastic sheeting laid over damp crawl spaces, can have remarkable success in stopping vapor diffusion from damp ground into buildings. Yet, knowledgeable experts in the field differ regarding the appropriateness of vapor barriers and when and where to use them, as well as the best way to handle natural diffusion in insulated walls.

Adding insulation to historic buildings, particularly in walls of wooden frame structures, has been a standard modern weatherization treatment, but it can have a disastrous effect on historic buildings. The process of installing the insulation destroys historic siding or plaster, and it is very difficult to establish a tight vapor barrier. While insulation has the benefit of

increasing the efficiency of heating and cooling by containing temperature controlled air, it does not eliminate surfaces on which damaging moisture can condense. For insulated residential frame structures, the most obvious sign of a moisture diffusion problem is peeling paint on wooden siding, even after careful surface preparation and repainting. Vapor impermeable barriers such as plastic sheeting, or more accurately, *vapor retarders*, in cold and moderate climates generally help slow vapor diffusion where it is not wanted. In regions where *humidified* climate control systems are installed into insulated frame buildings, it is important to stop *interstitial*, or in-wall, dewpoint condensation. This is very difficult because humidified air can penetrate breaches in the vapor barrier, particularly around electrical outlets. Improperly or incompletely installed retrofit vapor barriers will cause extensive damage to the building, just in the installation process, and will allow trapped condensation to wet the insulation and sheathing boards, corrode metal elements such as wiring cables and metal anchors, and blister paint finishes. Providing a tight wall vapor barrier, as well as a ventilated cavity behind wooden clapboards or siding appears to help insulated frame walls, if the interior relative humidity can be adjusted or monitored to avoid condensation. Correct placement of vapor retarders within building construction will vary by region, building construction, and type of climate control system.

Surveying and Diagnosing Moisture Damage: Key Questions to Ask

It is important for the building to be surveyed first and the evidence and location of suspected moisture damage systematically recorded before undertaking any major work to correct the problem. This will give a baseline from which relative changes in condition can be noted.

When materials become wet, there are specific physical changes that can be detected and noted in a record book or on survey sheets. Every time there is a heavy rain, snow storm, water in the basement, or mechanical systems failure, the owner or consultant should note and record the way moisture is moving, its appearance, and what variables might contribute to the cause. *Standing outside to observe a building in the rain may answer many questions and help trace the movement of water into the building.* Evidence of deteriorating materials that cover more serious moisture damage should also be noted, even if it is not immediately clear what is causing the damage. (For example, water stains on the ceiling may be from leaking pipes, blocked fan coil drainage pans above, or from moisture which has penetrated around a poorly sloped window sill above.) Don't jump to conclusions, but use a systematic approach to help establish an educated theory-or hypothesis-of what is causing the moisture problem or what areas need further investigation.

Surveying moisture damage must be systematic so that relative changes can be noted. Tools for investigating can be as simple as a notebook, sketch plans, binoculars, camera, aluminum foil, smoke pencil, and flashlight. The systematic approach involves looking at buildings from the top down and from the outside to the inside. Photographs, floor plans, site plan, and exterior elevations-even roughly sketched-should be used to indicate all evidence of damp or damaged materials, with notations for musty or poorly ventilated areas. Information might be needed on the absorption and permeability characteristics of the building materials and soils. Exterior drainage patterns should be noted and these base

plans referred to on a regular basis in different seasons and in differing types of weather. It is best to start with one method of periodic documentation and to use this same method each time. Because moisture is affected by gravity, many surveys start with the roof and guttering systems and work down through the exterior walls. Any obvious areas of water penetration, damaged surfaces, or staining should be noted. Any recurring damp or stain patterns, both exterior and interior, should also be noted with a commentary on the temperature, weather, and any other facts that may be relevant (driving rains, saturated soil, high interior humidity, recent washing of the building, presence of a lawn watering system, etc.).

The interior should be recorded as well, beginning with the attic and working down to the basement and crawl space. It may be necessary to remove damaged materials selectively in order to trace the path of moisture or to pinpoint a source, such as a leaking pipe in the ceiling. The use of a basic resistance moisture meter, available in many hardware stores, can identify moisture contents of materials and show, over time, if wall surfaces are drying or becoming damper. A smoke pencil can chart air infiltration around windows or draft patterns in interior spaces. For a quick test to determine if a damp basement is caused by saturated walls or is a result of condensation, tape a piece of foil onto a masonry surface and check it after a day or two; if moisture has developed behind the foil, then it is coming from the masonry. If condensation is on the surface of the foil, then moisture is from the air.

Comparing current conditions with previous conditions, historic drawings, photographs, or known alterations may also assist in the final diagnosis. A chronological record, showing improvement or deterioration, should be backed up with photographs or notations as to the changing size, condition, or features of the deterioration and how these changes have been affected by variables of temperature and rainfall. If a condition can be related in time to a particular event, such as efflorescence developing on a chimney after the building is no longer heated, it may be possible to isolate a cause, develop a hypothesis, and then test the hypothesis (by adding some temporary heat), before applying a remedial treatment. If the owner or consultant has access to moisture survey and monitoring equipment such as resistance moisture meters, dewpoint indicators, salt detectors, infrared thermography systems, psychrometer, fiber-optic boroscopes, and miniaturized video cameras, additional quantified data can be incorporated into the survey. If it is necessary to track the wetting and drying of walls over a period of time, deep probes set into walls and in the soil with connector cables to computerized data loggers or the use of long-term recording of hygrothermographs may require a trained specialist. Miniaturized fiber-optic video cameras can record the condition of subsurface drain lines without excavation. It should be noted, however, that *instrumentation, while extremely useful, cannot take the place of careful personal observation and analysis*. Relying on instrumentation alone rarely will give the owner the information needed to fully diagnose a moisture problem. To avoid jumping to a quick-potentially erroneous-conclusion, a series of questions should be asked first. This will help establish a theory or hypothesis that can be tested to increase the chances that a remedial treatment will control or manage existing moisture.

How is water draining around building and site? What is the effectiveness of gutters and

downspouts? Are the slopes or grading around foundations adequate? What are the locations of subsurface features such as wells, cisterns, or drainage fields? Are there subsurface drainage pipes (or drainage boots) attached to the downspouts and are they in good working condition? Does the soil retain moisture or allow it to drain freely? Where is the water table? Are there window wells holding rain water? What is the flow rate of area drains around the site (can be tested with a hose for several minutes)? Is the storm piping out to the street sufficient for heavy rains, or does water chronically back up on the site? Has adjacent new construction affected site drainage or water table levels?

How does water/moisture appear to be entering the building? Have all five primary sources of moisture been evaluated? What is the condition of construction materials and are there any obvious areas of deterioration? Did this building have a builder's trench around the foundation that could be holding water against the exterior walls? Are the interior bearing walls as well as the exterior walls showing evidence of rising damp? Is there evidence of hydrostatic pressure under the basement floor such as water percolating up through cracks? Has there been moisture damage from an ice dam in the last several months? Is damage localized, on one side of the building only, or over a large area?

What are the principal moisture dynamics? Is the moisture condition from liquid or vapor sources? Is the attic moisture a result of vapor diffusion as damp air comes up through the cavity walls from the crawl space or is it from a leaking roof? Is the exterior wall moisture from rising damp with a tide mark or are there uneven spots of dampness from foundation splash back, or other ground moisture conditions? Is there adequate air exchange in the building, particularly in damp areas, such as the basement? Has the height of the water table been established by inserting a long pipe into the ground in order to record the water levels?

How is the interior climate handling moisture? Are there areas in the building that do not appear to be ventilating well and where mold is growing? Are there historic features that once helped the building control air and moisture that can be reactivated, such as operable skylights or windows? Could dewpoint condensation be occurring behind surfaces, since there is often condensation on the windows? Does the building feel unusually damp or smell in an unusual way that suggest the need for further study? Is there evidence of termites, carpenter ants, or other pests attracted to moist conditions? Is a dehumidifier keeping the air dry or is it, in fact, creating a cycle where it is actually drawing moisture through the foundation wall?

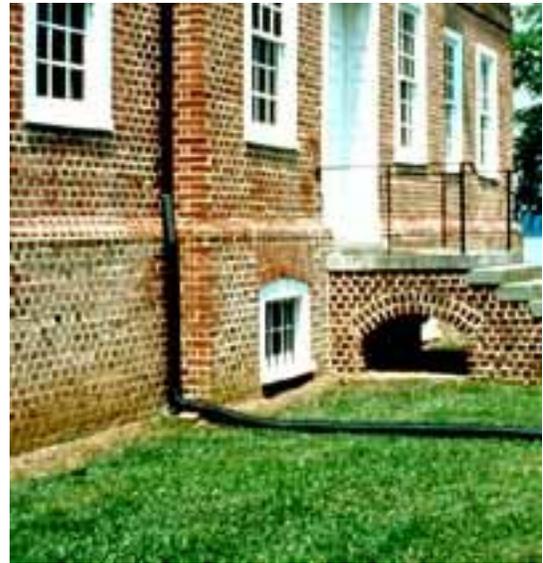
Does the moisture problem appear to be intermittent, chronic, or tied to specific events?

Are damp conditions occurring within two hours of a heavy rain or is there a delayed reaction?

Does rust on most nail heads in the attic indicate a condensation problem? What are the wet patterns that appear on a building wall during and after a rain storm? Is it localized or in large areas? Can these rain patterns be tied to gutter over-flows, faulty flashing, or saturation of absorbent materials? Is a repaired area holding up well over time or is there evidence that moisture is returning? Do moisture meter readings of wall cavities indicate they are wet, suggesting leaks or condensation in the wall?

Once a hypothesis of the source or sources of the moisture has been developed from observation and recording of data, it is often useful to prove or disprove this hypothesis with interim treatments, and, if necessary, the

additional use of instrumentation to verify conditions. For damp basements, test solutions can help determine the cause. For example, surface moisture in low spots should be redirected away from the foundation wall with regrading to determine if basement dampness improves. If there is still a problem, determine if subsurface downspout collection pipes or cast iron boots are not functioning properly. The above grade downspouts can be disconnected and attached to long, flexible extender pipes and redirected away from the foundation. If, after a heavy rain or a simulation using a hose, there is no improvement, look for additional ground moisture sources such as high water tables, hidden cisterns, or leaking water service lines as a cause of moisture in the basement. New data will lead to a new hypothesis that should be tested and verified. *The process of elimination can be frustrating, but is required if a systematic method of diagnosis is to be successful.*



The owner used long black extender pipes to test a theory that it was faulty roof drainage causing the problem.

Photo: NPS files.

Selecting an Appropriate Level of Treatment

The treatments that follow this section in chart format are divided into levels based on the degree of moisture problems. Level I covers preservation maintenance; Level II focuses on repair using historically compatible materials and essentially mitigating damaging moisture conditions; and Level III discusses replacement and alteration of materials that permit continued use in a chronically moist environment. It is important to begin with Level I and work through to a manageable treatment as part of the control of moisture problems. Buildings in serious decay will require treatments in Level II, and difficult or unusual site conditions may require more aggressive treatments in Level III. Caution should always be exercised when selecting a treatment. The treatments listed are a guide and not intended to be recommendations for specific projects as the key is always proper diagnosis.

Start with the repair of any obvious deficiencies using sound preservation maintenance. If moisture cannot be managed by maintenance alone, it is important to reduce it by mitigating problems *before* deteriorated historic materials are replaced. Treatments should not remove materials that can be preserved; should not involve extensive excavation unless there is a documented need; and should not include coating buildings with waterproof sealers that can exacerbate an existing problem. Some alteration to historic materials, structural systems, mechanical systems, windows, or finishes may be needed when excessive site moisture cannot be controlled by drainage systems, or in areas prone to floods. These changes, however, should, be sensitive to preserving those materials, features, and finishes that convey the historic character of the building and site.

Level I Preservation Maintenance

Exterior: Apply cyclical maintenance procedures to eliminate rain and moisture infiltration.



Installing ventilating fans can improve damp conditions or reduce cooling loads. Photo: NPS files.

Roofing/ guttering: Make weather-tight and operational; inspect and clean gutters as necessary depending on number of nearby trees, but at least twice a year; inspect roofing at least once a year, preferably spring; replace missing or damaged roofing shingles, slates, or tiles; repair flashing; repair or replace cracked downspouts.

Walls: Repair damaged surface materials; repoint masonry with appropriately formulated mortar; prime and repaint wooden, metal, or masonry elements or surfaces; remove efflorescence from masonry with non-metallic bristle brushes.

Window and door openings: Eliminate cracks or open joints; caulk or repoint around openings or steps; repair or reset weatherstripping; check flashing; repaint, as

necessary.

Ground: Apply regular maintenance procedures to eliminate standing water and vegetative threats to building/site.

Grade: Eliminate low spots around building foundations; clean out existing downspout boots twice a year or add extension to leaders to carry moisture away from foundation; do a hose test to verify that surface drains are functioning; reduce moisture used to clean steps and walks; eliminate the use of chlorides to melt ice which can increase freeze/thaw spalling of masonry; check operation of irrigation systems, hose bib leaks, and clearance of air conditioning condensate drain outlets.

Crawl space: Check crawl space for animal infestation, termites, ponding moisture, or high moisture content; check foundation grilles for adequate ventilation; seasonally close grilles when appropriate-in winter, if not needed, or in summer if hot humid air is diffusing into air conditioned space.

Foliage: Keep foliage and vines off buildings; trim overhanging trees to keep debris from gutters and limbs from rubbing against building; remove moisture retaining elements, such as firewood, from foundations.



A vent may be added if there is none. Close grilles in the summer, if hot humid air is getting into air conditioned spaces. Photo: NPS files.

Basements and foundations: Increase ventilation and maintain surfaces to avoid moisture.

Equipment: Check dehumidifiers, sump pump, vent fans, and water detection or alarm systems for proper maintenance as required; check battery back-up twice a year.

Piping/ductwork: Check for condensation on pipes and insulate/seal joints, if necessary.

Interior: Maintain equipment to reduce leaks and interior moisture.

Plumbing pipes: Add insulation to plumbing or radiator pipes located in areas subject to freezing, such as along outside walls, in attics, or in unheated basements.

Mechanical equipment: Check condensation pans and drain lines to keep clear; insulate and seal joints in exposed metal ductwork to avoid drawing in moist air.

Cleaning: Routinely dust and clean surfaces to reduce the amount of water or moist chemicals used to clean building;

caulk around tile floor and wall connections; and maintain floor grouts in good condition.

Ventilation: Reduce household-produced moisture, if a problem, by increasing ventilation; vent clothes driers to the outside; install and always use exhaust fans in restrooms, bathrooms, showers, and kitchens, when in use.

Level II Repair and Corrective Action

Exterior: Repair features that have been damaged. Replace an extensively deteriorated feature with a new feature that matches in design, color, texture, and where possible, materials.

Roofing: Repair roofing, parapets and overhangs that have allowed moisture to enter; add ice and water shield membrane to lower 3-4 feet or roofing in cold climates to limit damage from ice dams; increase attic ventilation, if heat and humidity build-up is a problem. Make gutters slope @ 1/8" to the foot. Use professional handbooks to size gutters and reposition, if necessary and appropriate to historic architecture. Add ventilated chimney caps to unused chimneys that collect rain water.

Walls: Repair spalled masonry, terra cotta, etc. by selectively installing new masonry units to match; replace rotted clapboards too close to grade and adjust grade or clapboards to achieve adequate clearance; protect or cover open window wells.

Ground: Correct serious ground water problems; capture and dispose of downspout water away from foundation; and control vapor diffusion of crawlspace moisture.

Grade: Re-establish positive sloping of grade; try to obtain 6" of fall in the first 10' surrounding building foundation; for buildings without gutter systems, regrade and install a



New drainage systems for roof run-off may be installed in order to remove moisture from the base of the building. Photo: NPS files.

positive subsurface collection system with gravel, or waterproof sheeting and perimeter drains; adjust pitch or slope of eave line grade drains or French drains to reduce splash back onto foundation walls; add subsurface drainage boots or extension pipes to take existing downspout water away from building foundation to the greatest extent feasible.

Crawl space: Add polyethylene vapor barrier (heavy construction grade or Mylar) to exposed dirt in crawlspace if monitoring indicates it is needed and there is no rising damp; add ventilation grilles for additional cross ventilation, if determined advisable.

Foundations and Basements: Correct existing high moisture levels, if other means of controlling ground moisture are inadequate.

Mechanical devices: Add interior perimeter drains and sump pump; add dehumidifiers for seasonal control of humidity in confined, unventilated space (but don't create a problem with pulling dampness out of walls); add ventilator fans to improve air flow, but don't use both the dehumidifier and ventilator fan at the same time.

Walls: Remove commentates coatings, if holding rising damp in walls; coat walls with vapor permeable lime based rendering plaster, if damp walls need a sacrificial coating to protect mortar from erosion; add termite shields, if evidence of termites and dampness cannot be controlled.

Framing: Reinforce existing floor framing weakened by moisture by adding lolly column support and reinforcing joist ends with sistered or parallel supports. Add a vapor impermeable shield, preferably non-ferrous metal, under wood joists coming into contact with moist masonry.

Interior: Eliminate areas where moisture is leaking or causing a problem

Plumbing: Replace older pipes and fixtures subject to leaking or overflowing; insulate water pipes subject to condensation.

Ventilation: Add exhaust fans and whole house fans to increase air flow through buildings, if areas are damp or need more ventilation to control mold and mildew.

Climate: Adjust temperature and relative humidity to manage interior humidity; Correct areas of improperly balanced pressure for HVAC systems that may be causing a moisture problem.

Level III Replacement / Alterations For Chronically Damp Conditions

Exterior: Undertake exterior rehabilitation work that follows professional repair practices- i.e., replace a deteriorated feature with a new feature to match the existing in design, color, texture, and when possible, materials. In some limited situations, non-historic materials may be necessary in unusually wet areas

Roofs: Add ventilator fans to exhaust roofs but avoid large projecting features whose designs might negatively affect the appearance of the historic roof. When replacing roofs, correct conditions that have caused moisture problems, but keep the overall appearance of the roof; for example, ventilate under wooden shingles, or detail standing seams to avoid buckling and cracking. Be attentive to provide extra protection for internal or built-in gutters by using the best quality materials, flashing, and vapor impermeable connection details.

Walls: If insulation and vapor barriers are added to frame walls, consider maintaining a ventilation channel behind the exterior cladding to avoid peeling and blistering paint

occurrences.

Windows: Consider removable exterior storm windows, but allow operation of windows for periodic ventilation of cavity between exterior storm and historic sash. For stained glass windows using protective glazing, use only ventilated storms to avoid condensation as well as heat build-up.

Ground: Control excessive ground moisture. This may require extensive excavations, new drainage systems, and the use of substitute materials. These may include concrete or new sustainable recycled materials for wood in damp areas when they do not impact the historic appearance of the building.

Grade: Excavate and install water collection systems to assist with positive run-off of low lying or difficult areas of moisture drainage; use drainage mats and under finished grade to improve run-off control; consider the use of column plinth blocks or bases that are ventilated or constructed of non-absorbent substitute materials in chronically damp areas. Replace improperly sloped walks; repair non-functioning catch basins and site drains; repair settled areas around steps and other features at grade.

Foundations: Improve performance of foundation walls with damp-proof treatments to stop infiltration or damp course layers to stop rising damp. Some substitute materials may need to be selectively integrated into new features.

Walls: excavate, repoint masonry walls, add footing drains, and waterproof exterior subsurface walls; replace wood sill plates and deteriorated structural foundations with new materials, such as pressure treated wood, to withstand chronic moisture conditions; materials may change, but overall appearance should remain similar. Add dampcourse layer to stop rising damp; avoid chemical injections as these are rarely totally effective, are not reversible, and are often visually intrusive.

Interior: Control the amount of moisture and condensation on the interiors of historic buildings. Most designs for new HVAC systems will be undertaken by mechanical engineers, but systems should be selected that are appropriate to the resource and intended use.

Windows, skylights: Add double and triple glazing, where necessary to control condensation. Avoid new metal sashes or use thermal breaks where prone to heavy condensation.

Mechanical systems: Design new systems to reduce stress on building exterior. This might require insulating and tightening up the building exterior, but provisions must be made for adequate air flow. A new zoned system, with appropriate transition insulation, may be effective in areas with differing climatic needs.

Control devices/Interior spaces: If new climate control systems are added, design back-up controls and monitoring systems to protect from interior moisture damage.

Walls: If partition walls sit on floors that periodically flood, consider spacers or isolation membranes behind baseboards to stop moisture from wicking up through absorbent materials.

Ongoing Care

Once the building has been repaired and the larger moisture issues addressed, it is important to keep a record of additional evidence of moisture problems and *to protect the historic or old building through proper cyclical maintenance*. In some cases, particularly in

museum environments, it is critical to monitor areas vulnerable to moisture damage. In a number of historic buildings, in-wall moisture monitors are used to ensure that the moisture purposely generated to keep relative humidity at ranges appropriate to a museum collection does not migrate into walls and cause deterioration. The potential problem with all systems is the failure of controls, valves, and panels over time. Back-up systems, warning devices, properly trained staff and an emergency plan will help control damage if there is a system failure.

Ongoing maintenance and vigilance to situations that could potentially cause moisture damage must become a routine part of the everyday life of a building. The owner or staff responsible for the upkeep of the building should inspect the property weekly and note any leaks, mustiness, or blocked drains. Again, observing the building during a rain will test whether ground and gutter drainage are working well.

For some buildings a back-up power system may be necessary to keep sump pumps working during storms when electrical power may be lost. For mechanical equipment rooms, condensation pans, basement floors, and laundry areas where early detection of water is important, there are alarms that sound when their sensors come into contact with moisture.

Conclusion

Moisture in old and historic buildings, though difficult to evaluate, can be systematically studied and the appropriate protective measures taken. Much of the documentation and evaluation is based on common sense combined with an understanding of historic building materials, construction technology, and the basics of moisture and air movement. Variables can be evaluated step by step and situations creating direct or secondary moisture damage can generally be corrected. The majority of moisture problems can be mitigated with maintenance, repair, control of ground and roof moisture, and improved ventilation. For more complex situations, however, a thorough diagnosis and an understanding of how the building handles moisture *at present*, can lead to a treatment that solves the problem without damaging the historic resource.

It is usually advantageous to eliminate one potential source of moisture at a time. Simultaneous treatments may set up a new dynamic in the building with its own set of moisture problems. Implementing changes sequentially will allow the owner or preservation professional to track the success of each treatment.

Moisture problems can be intimidating to a building owner who has diligently tried to control them. Keeping a record of evidence of moisture damage, results of diagnostic tests, and remedial treatments, is beneficial to a building's long-term care. The more complete a survey and evaluation, the greater the success in controlling unwanted moisture now and in the future.

Holding the line on unwanted moisture in buildings will be successful if 1) there is constant concern for signs of problems and 2) there is ongoing physical care provided by those who understand the building, site, mechanical systems, and the previous efforts to deal with moisture. For properties with major or difficult-to-diagnose problems, a team approach is often most effective. The owner working with properly trained contractors and consultants can monitor, select, and implement treatments within a preservation context in order to

manage moisture and to protect the historic resource.

Reading List

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- Labine, Clem. "Managing Moisture in Historic Buildings" Special Report and Moisture Monitoring Source List. *Traditional Building*, Vol 9, No.2, May-June 1996.
- Leeke, John. "Detecting Moisture; Methods and Tools for Evaluating Water in Old Houses." *Old House Journal*, May/June, 1996.
- Moisture Control in Buildings*. Heinz R. Trechsel, Editor. Philadelphia: American Society for Testing and Materials (ASTM manual series: MNL 18), 1993.
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- Oxley, T.A. and A. E. Gobert. *Dampness in Buildings: Diagnosis, Treatment, Instruments*. London, Boston: Butterworth-Heinemann, 1994.
- Park, Sharon C. AIA. *Preservation Brief 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches*. Washington, DC: Department of the Interior, Government Printing Office, 1991.
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- Rose, William. "Effects of Climate Control on the Museum Building Envelope," *Journal of the American Institute for Conservation*, Vol. 33, No. 2. Summer, 1994.
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- Tolpin, Jim. "Builder's Guide to Moisture Meters," *Tools of the Trade* Vol 2, No. 1 (Quarterly Supplement to *The Journal of Light Construction*). Richmond, Vermont: Builderburg Group Inc. Summer, 1994.
-

Glossary

- Air flow/ infiltration:** The movement that carries moist air into and through materials. Air flow depends on the difference between indoor and outdoor pressures, wind speed and direction as well as the permeability of materials.
- Bulk water:** The large quantity of moisture from roof and ground run-off that can enter into a building either above grade or below grade.
- Capillary action:** The force that moves moisture through the pore structure of materials. Generally referred to as rising damp, moisture at or below the foundation level will rise vertically in a wall to a height at which the rate of evaporation balances the rate at which it

can be drawn up by capillary forces.

Condensation: The physical process by which water vapor is transformed into a liquid when the relative humidity of the air reaches 100% and the excess water vapor forms, generally as droplets, on the colder adjacent surface.

Convection: Heat transfer through the atmosphere by a difference in force or air pressure is one type of air transport. Sometimes referred to as the "stack effect," hotter less dense air will rise, colder dense air will fall creating movement of air within a building.

Dewpoint: The temperature at which water vapor condenses when the air is cooled at a constant pressure and constant moisture content.

Diffusion: The movement of water vapor through a material. Diffusion depends on vapor pressure, temperature, relative humidity, and the permeability of a material.

Evaporation: The transformation of liquid into a vapor, generally as a result of rise of temperature, is the opposite of condensation. Moisture in damp soil, such as in a crawl space, can evaporate into the air, raise the relative humidity in that space, and enter the building as a vapor.

Ground moisture: The saturated moisture in the ground as a result of surface run-off and naturally occurring water tables. Ground moisture can penetrate through cracks and holes in foundation walls or can migrate up from moisture under the foundation base.

Monitoring instrumentation: These devices are generally used for long term diagnostic analysis of a problem, or to measure the performance of a treatment, or to measure changes of conditions or environment. In-wall probes or sensors are often attached to data-loggers which can be down-loaded into computers.

Permeability: A characteristic of porosity of a material generally listed as the rate of diffusion of a pressurized gas through a material. The pore structure of some materials allows them to absorb or adsorb more moisture than other materials. Limestones are generally more permeable than granites.

Relative humidity (RH): Dampness in the air is measured as the percent of water vapor in the air at a specific temperature relative to the amount of water vapor that can be held in a vapor form at that specific temperature.

Survey instrumentation: technical instrumentation that is used on-site to provide quick readings of specific physical conditions. Generally these are hand-held survey instruments, such as moisture, temperature and relative humidity readers, dewpoint sensors, and fiber optic boroscopes.

Acknowledgments

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Washington, DC October, 1996

Home page logo: Invasive vegetation on a brick wall. Photo: Richard Wagner, AIA.

This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Technical Preservation Services (TPS), Heritage Preservation Services Division, National Park Service prepares standards, guidelines, and other educational materials on responsible historic preservation treatments to a broad public.

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KDW

Historic Preservation Fund Application

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

1. OWNER/APPLICANT INFORMATION

Owner or Organization

- a. Name: Elizabeth Solek
- b. Mailing Address: 725 Lincoln Ave Louisville
- c. Telephone: 303 579 9446
- d. Email: betzgirls@gmail.com

Applicant/Contact Person (if different than owner)

- a. Name: NA
- b. Mailing Address: _____
- c. Telephone: _____
- d. Email: _____

2. PROPERTY INFORMATION

- a. Address: 725 Lincoln Ave, Louisville

- b. Year of construction or estimate: 1901
- c. Is the building designated as a landmark or in an historic district? (local, state, or federal) If so, what is the name of the landmarked property: _____
- d. Attach information on the history of the site, including old photos and social history if available.
- e. Primary Use of Property (check one): Residential
_____ Commercial

3. PROJECT DESCRIPTION (Please do not exceed space provided below.)

- a. Provide a brief description of the proposed scope of work.
- b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.
- c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.

4. DESCRIPTION OF REHABILITATION

Feature A	
<p>NAME OF ARCHITECTURAL FEATURE: <u>Sewer line</u></p> <p>Describe feature and its condition:</p> <p>Orangeburg pipe from cast iron connection</p>	<p>Describe proposed work on feature:</p> <p>Replace sanitary sewer line from house to city main.</p> <p>Excavate and pipe burst new 4" sewer from cast/clay transition on side of house under landscape to city main under city asphalt. (See attached cost proposal)</p>
Feature B	
<p>NAME OF ARCHITECTURAL FEATURE: <u>Electric wiring</u></p> <p>Describe feature and its condition:</p> <p>Knob and tube wiring in attic in front, oldest part of house and in walls, some outlets in oldest rooms - living room and front bedroom.</p>	<p>Describe proposed work on feature:</p> <p>Upgrade knob + tube wiring, as identified in historic structure assessment.</p> <p>Rewire, remove knob and tube wiring from attic, rewire switches, receptacles, and lighting in 3 rooms - older part of house only.</p>
Feature C	

5. COST ESTIMATE OF PROPOSED WORK

Please provide a budget that includes accurate estimated costs of your project. Include an itemized breakdown of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. (Please reference this section in your contractor's bid attachment).

Feature	Work to be Funded	Type and Amount of Incentive Sought	Applicant Cost
A.	Sewer Line Replacement	\$ 5000	\$ 1850
B.	Upgrade electric wiring	\$ 2465	\$ 2465
C.		\$	\$
D.		\$	\$
E.		\$	\$
F.		\$	\$
G.		\$	\$
H.		\$	\$
I.		\$	\$
J.		\$	\$
K.		\$	\$
	Subtotal Incentive Cost/Applicant Cost	\$ 7465	\$ 3315

Total Project Cost	\$ 10,780
--------------------	-----------

If partial incentive funding were awarded, would you complete your project?

YES NO

6. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- a. One set of photographs or slides for each feature as described in Item 4 "Description of Rehabilitation". Please label of each photograph with the address of your property and the feature number.

- b. A construction bid if one has been made for your project (recommended).

Proposal attached for both projects
- c. Working or scaled drawings, spec sheets, or materials of the proposed work if applicable to your project.

7. Assurances

The Applicant hereby agrees and acknowledges that:

- A. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.

- B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.

- C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.

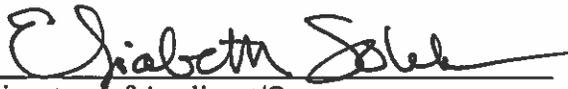
- D. All work approved for grant funding must be completed even if only partially funded through this incentives program.

E. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.

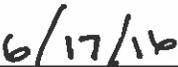
F. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.

G. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason, Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.

H. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.



Signature of Applicant/Owner



Date

Fort Lupton, CO 80621
 KPI Electric, Inc.

office; 970-785-2289,
 Fax: 970-785-2146
 mobile; 303-961-2710



Estimate

Date	Estimate #
5/27/2016	3746

Bill To
Betty Solek 725 Lincoln Ave Louisville, CO. 80027

Job address
Betty Solek 725 Lincoln Ave Louisville, CO 80027 303-579-9446

P.O. No.	Project
----------	---------

Qty	Description
	Rewire, remove knob and tube wiring from attic, rewire switches, receptacles and lighting in three rooms, older part of the house only. Does not include any work to service or any upgrade to the rest of the home. This will not include finish paint coat.
5	Single pole switch
8	15 amp standard tamperproof receptacles
5	There are existing 15 amp standard tamperproof receptacles, verify correct wiring and repair as needed
2	15 amp arc fault circuit breakers, required by NEC
	<p>WARRANTY, KPI Electric shall promptly make good any defects or faults which appear within twelve months of the date of actual completion and are due to materials only provided by KPI Electric excluding all materials provided by the employer or workmanship not being in accordance with this Contract entirely at his own cost. After the twelve month period KPI Electric can be hired on a consulting basis per hour as needed.</p> <p>Please keep in mind that this is an ESTIMATE of costs only! Due to the unknown things in walls and different ways to route the wiring. It is possible to have additional charges. However, if we are having trouble or foresee having trouble with the installation and we believe we will incur more costs than what is listed above, we will inform you before proceeding with the project.</p> <p>Estimate includes only what is specifically listed above. If it is not listed it is not included. Estimate includes all devices, boxes, wiring and light fixtures that are not specifically shown as furnished by owner.</p> <p>Does not include permit fees. Permit fees are the actual cost of the permit</p> <p>Does not include trenching or excavation</p> <p>Does not include drywall repair and or painting.</p> <p>Does not include any fees from your local power company if any.</p> <p>Does not include engineering or architectural plans required by the City.</p> <p>Does not include the supply or installation of additional smoke detection or carbon monoxide detectors that may be required by your local jurisdiction.</p> <p>Any past due amounts will be charged interest at 21%. KPI Electric shall receive attorney fees, cost and any action to collect past due balances.</p>

100% due at time of completion, Credit card payments will be an additional 3% of total invoice.

Total	\$4,930.00
--------------	------------

Signature of Acceptance _____



303-288-0039

go-direct-sewer-and-water-services.com
5500 E. 56th Ave. Commerce City, CO 80022

Date: 06/01/2016	Invoice #: 1606004GDE
Technician Name: Doug	
Arrival: 10:47 AM	Completion: 10:47 AM

Where Did You Hear About Us? :Saw Van

Billing Information Same As Job

JOB INFORMATION	BILLING INFORMATION
NAME: BETTY SOLEK	NAME: BETTY SOLEK
ADDRESS: 725 LINCOLN AVE	ADDRESS: 725 LINCOLN AVE
CITY: LOUISVILLE STATE: CO ZIP: 80027	CITY: LOUISVILLE STATE: CO ZIP: 80027
PHONE: 303-579-9446	PHONE: 303-579-9446

DESCRIPTION OF WORK

DESCRIPTION	AMOUNT
PROPOSAL	
DESCRIPTION	AMOUNT
EXCAVATE AND PIPEBURST NEW 4" SEWER LINE FROM CAST/CLAY TRANSITION ON SIDE OF HOUSE UNDER PRIVATE LANDSCAPE TO THE CITY MAIN UNDER CITY ASPHALT STREET INSTALL DUAL SWEEP CLEANOUTS NEAR HOUSE APPROX 60' LONG AND 7' DEEP	\$6,850.00

WARRANTY On Parts & Labor: 10 YEARS

REFERRED BY:

CUSTOMER AGREEMENT & AUTHORIZATION

I AUTHORIZE THE SERVICES INDICATED ABOVE AND AGREE TO PAY THE AMOUNTS SPECIFIED UPON COMPLETION OF WORK. I HAVE READ AND AGREE TO THE TERMS ON THE SECOND PAGE INCLUDING THE LIMITS ON GO DIRECT'S RESPONSABILITY SPECIFIED IN THOSE TERMS.

INCLUSION: Saw cut, Excavation, Plumbers, Plywood Sealing, Pipe Fittings, Bedding, Backfill, Flow Fill, Asphalt and concrete as needed to complete work. Compaction, Clean-Up, Haul Away, Permits and Inspections. 1 Year Parts and Labor.

EXCLUSIONS: Utility Conflicts, Private Utilities, Landscape Repair, Decorative Concrete, Pole Support, Box Shoring, Roots, Ground Movement, Sprinkler Repair And Damages Caused By Unstable Conditions Or Cave-Ins.

DUE UPON RECEIPT. Unpaid balances will incur an 18% interest per annum. Should collection become necessary, customer is responsible for all expenses including reasonable attorney fees and court costs.

50% DEPOSIT DUE UPON SCHEDULING

Total Work	\$0.00
Discount	\$0.00
Deposit	\$0.00
Total	\$0.00
Total Estimate	\$6,850.00

Customer's Signature

Approved Company Rep. Signature

Print Name

DOUG KRINGLE

Print Name

City Council – Public Hearing
725 Lincoln Avenue

Resolution No. 41, Series 2016
Resolution No. 42, Series 2016

- A request to landmark the Black Family House at 725 Lincoln Avenue.
- A request for \$5,000 in grant funding from the Historic Preservation for restoration work on the historic structure at 725 Lincoln Avenue.

Prepared by: Dept. of Planning & Building Safety

725 Lincoln Avenue - Landmark/Grant



725 Lincoln Avenue - Landmark/Grant



725 Lincoln Avenue Southwest Corner – Current photo

725 Lincoln Avenue - Landmark/Grant



725 Lincoln Avenue Northwest corner – Current Photo

725 Lincoln Avenue - Landmark/Grant



1948 Assessor's Photo



725 Lincoln Avenue - Landmark/Grant

Landmark request

- 1900-1904
- Martin and Lizzie Thirlaway Black lived at 725 Lincoln Avenue for 33 years
- Martin was union organizer during the Long Strike (1910-1914)
- Martin was also member of "special police", on baseball team, enumerator for federal census, and councilman
- Architectural integrity of form and openings



725 Lincoln Avenue - Landmark/Grant

Grant request

- Sewer line work - \$6,850
- Electrical upgrade - \$4,930
- Both items are eligible
- Resolution No. 2, Series 2012 limits "rehabilitation" funding to the \$5,000 flexible grant
- Rehabilitation includes "sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make the property functional"

Applicant requests the funds be shifted to the sewer system work.

Item	Amount	Flexible	Focused	Match	Unfunded
Sewer	\$6,850.00	\$5,000.00	n/a	n/a	\$1,850
Electrical	\$4,930.00	\$0	n/a	n/a	\$4,930
Total	\$11,780.00	\$5,000.00	\$0	\$0	\$6,780

Total Grant Request: \$5,000

Current balance of Historic Preservation Fund: \$898,420

725 Lincoln Avenue - Landmark/Grant

The HPC held a public hearing on the application on July 18, 2016. The commission voted 6-0 to recommend approval of the landmark application and grant request to City Council.

Staff recommends City Council designate 725 Lincoln Avenue as a local landmark by approving Resolution No. 41, Series 2016.

1. The structure has maintained significant architectural integrity.
2. The house is associated with the prominent Black family.

Staff also recommends City Council approve a Historic Preservation Fund grant for the Black Family House by approving Resolution No. 42, Series 2016.

725 Lincoln Avenue - Landmark/Grant

SUBJECT: RESOLUTION NO. 43, SERIES 2016 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN AND SPECIAL REVIEW USE (SRU) TO ALLOW FOR THE CONSTRUCTION OF A NEW BUILDING WITH 5,700 SF OF COMMERCIAL SPACE, THE REMODEL OF THE EXISTING HOUSE, AND OUTDOOR SALES AT 824 SOUTH STREET, LOT 1, BLOCK 5, LOUISVILLE OLD TOWN

DATE: AUGUST 16, 2016

PRESENTED BY: SCOTT ROBINSON, PLANNER II
PLANNING AND BUILDING SAFETY DEPARTMENT



SUMMARY:

The applicant, Erik Hartronft, has submitted a plan to construct a new 7,510 SF office/retail building, containing 5,700 square feet of commercial space at 824 South Street. The proposal includes retaining the existing 1,100 SF one-unit residential structure on the property, with some modifications... The 560 SF attached garage would be removed. The property is 7,481 SF and was platted as part of the Town of Louisville subdivision in 1890. The existing house was built around 1929. Vehicle access to the property is off of South Street to the north.

The property is located in the Community Commercial (CC) zone district and within the area of town formally referred to as Downtown Louisville. All development in the CC zone district requires the establishment of a Planned Unit Development (PUD), and all PUD's in Downtown Louisville must comply with the development regulations established in the Louisville Municipal Code (LMC) and the design standards outlined in

the Downtown Design Handbook. Guidelines for allowed floor area of structures in Downtown are provided by the Downtown Framework Plan. The applicant is requesting outdoor dining at several locations on the site, which requires special review use approval. The Historic Preservation Commission (HPC) must approve the demolition of the existing attached garage. The HPC granted demolition approval on October 19, 2015.

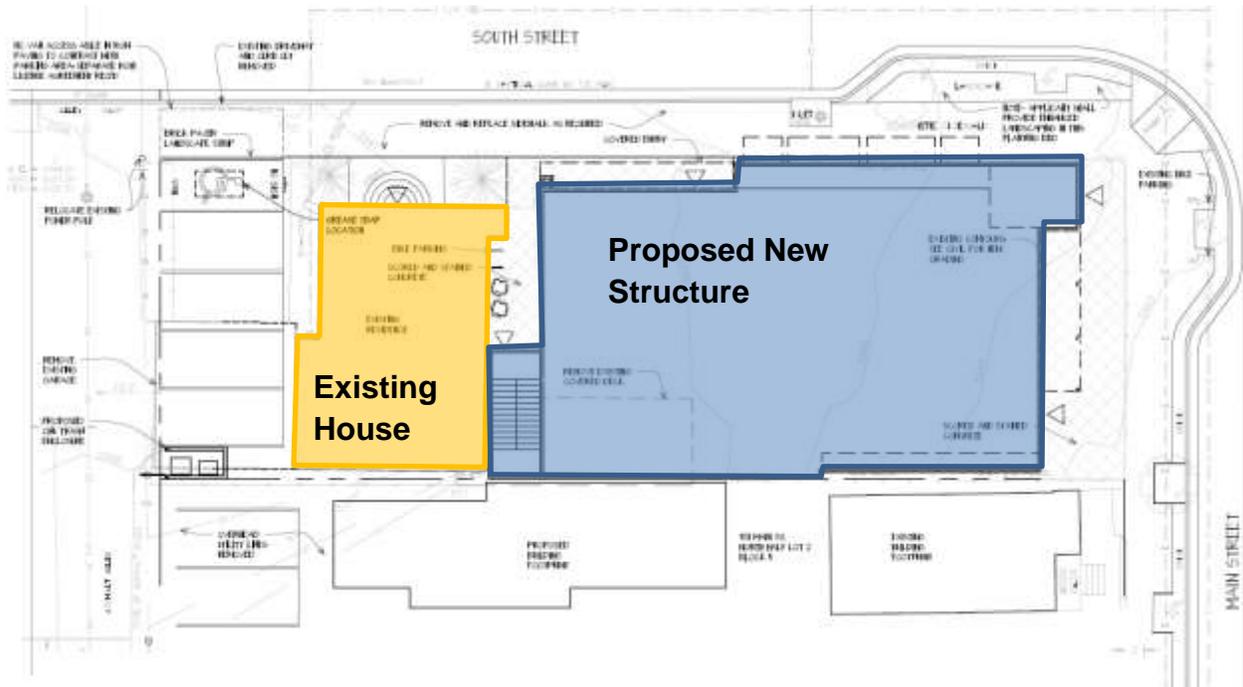
The existing parcel is a standard City double lot, measuring 50' in width by 150' in length, with a total area of 7,481 SF. The property has development on all sides:

- North* – South St, across which is the Louisville Historical Museum, zoned Residential Medium Density (RM)
- South* – zoned CC; contains a 1,000 SF retail building and was recently approved for a new 2-story building on the back half of the property
- West* – alley; adjacent to RM zoned properties fronting Lafarge Avenue
- East* – Main Street, across which is more commercial property zoned CC

PLANNED UNIT DEVELOPMENT

Site Plan

The proposed plan includes a new two story structure on the east, currently vacant portion of the lot, separated by a courtyard from the existing house. The existing house would be maintained for the most part, except the garage on the west side of the house would be removed.



Bulk and Dimension Standards

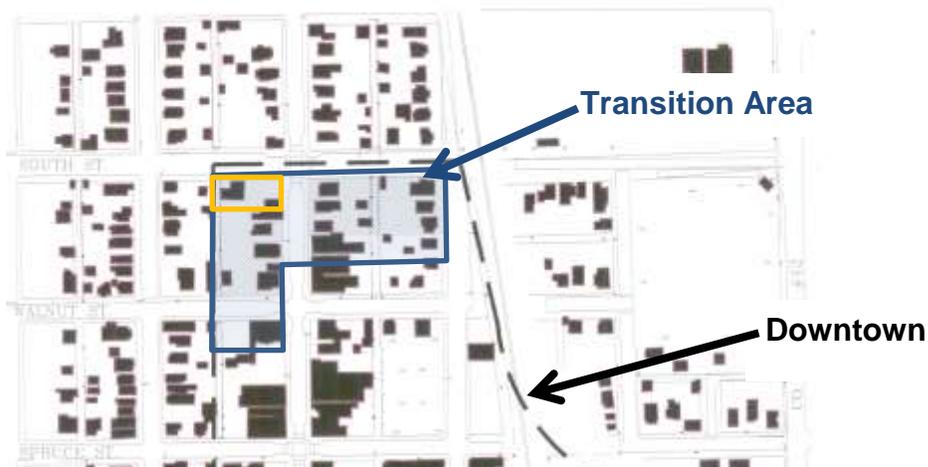
The following table shows the applicable yard, bulk and parking standards. The proposal is consistent with these standards except for parking. The applicant proposes to satisfy the parking standard by paying the City’s current Parking Improvement Fee in lieu of providing the actual parking spaces.

Zoning Data	City Standards	Proposed
Commercial Floor Area	N/A	7,510 SF
Residential Floor Area	N/A	1,126 SF
Total		8,636 SF
Floor Area Ratio	1.3	1.15
Building Coverage	N/A	5,006 SF
Bldg. Cover %	N/A	67%
Residential Parking (2/unit)	2 Spaces	2 spaces
Office Parking (1/500SF, first 999 sf exempt)	9 Spaces	3 Spaces
Building Height	35'	35'
No. of Stories	2	2
Setbacks		
- Front Yard	0'	7'
- Side Yard – North	0'	1'
- Side Yard - South	0'	0'
- Rear Yard	20'	21'

As illustrated above, the proposal meets the requirements of the Louisville Municipal Code except for parking.

Floor Area and Height

The LMC establishes height requirements for Downtown Louisville. This property is located in the Transition Area of Downtown, as shown in the illustration below:



The Transition Area is designed to provide a buffer between commercial development and the existing residential area in the adjacent Old Town Neighborhood. The buffer zone requires a lower building height (two stories and 35' maximum in the Transition Area as opposed to three stories and 45'). The proposed building would be two stories, with a maximum height of 35 feet at the stair tower. The majority of the building would be less than 35 feet tall.



The Downtown Framework Plan provides guidelines for floor area in Downtown. In the Transition area, the Plan recommends a maximum floor area ratio of 1.3. The proposed plan has a floor area of 8,636 SF and complies with this requirement.

Parking

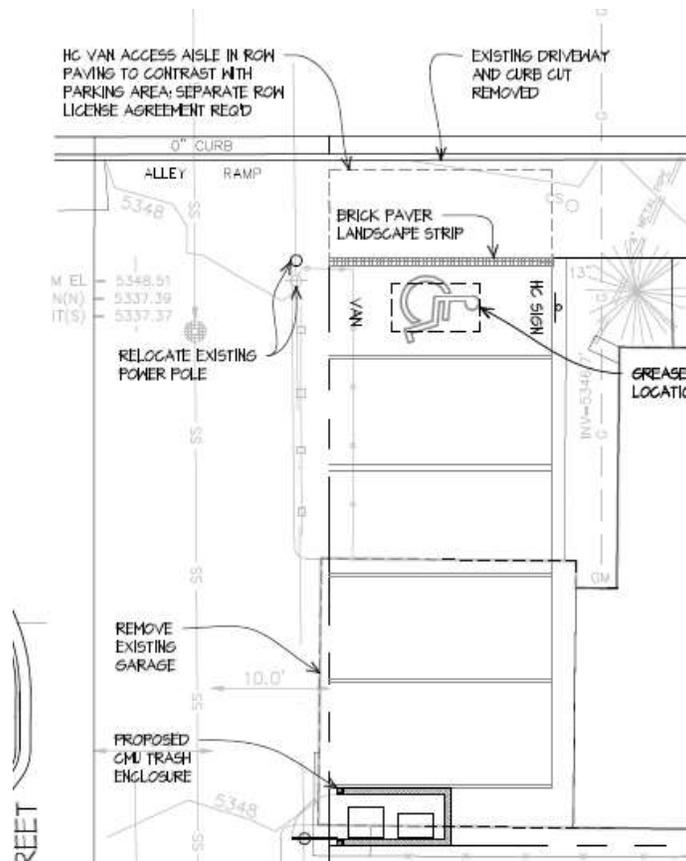
Section 17.20.025 of the LMC requires one parking space for every 500 square feet of leasable commercial area in Downtown, regardless of use. However, the first 999 square feet added to a property after 2002 are exempt. The proposal includes 5,700 square feet of leasable commercial space, resulting in a commercial parking requirement of nine spaces.

Section 17.20.025 also requires two parking spaces for every residential unit. The existing house has two off-street parking spaces, meaning it currently meets the requirements and the existing spaces need to be maintained.

Together, the parking requirement for the proposed development is 11 spaces. The applicant is proposing providing five spaces at the rear of the lot, accessed from the alley. By moving the access from South Street to the alley, the City would be able to add at least one on-street space to South Street, however this space does not count towards the development's parking requirements.

Under the International Building Code, the proposal is required to provide one handicap accessible parking space. The accessible space is proposed for the north end of the parking area, and the applicant is requesting to use a portion of the adjacent sidewalk for access. Vehicles using the space would park on the 824 South St property, but would, if necessary, utilize part of the sidewalk for getting in and out of the vehicle. The access area would be demarcated by different painting or paving on the sidewalk, and the use of the area would be secured through a license agreement with the City. A similar arrangement was allowed for the recently approved addition at 945 Front Street.

Staff is concerned about the use of the public right-of-way for access to the handicap space and, at Planning Commission, recommended one regular parking space be removed to accommodate the access on the property. This would eliminate the possibility of conflicts between pedestrians and vehicles using the space, and not require the use of public space to accommodate private development. This situation is different from 945 Front Street because there the access, while extending into the right-of-way, did not impact the sidewalk. The request for 824 South is to designate nearly the entire width of the sidewalk for access. At the Planning Commission hearing, the applicant proposed, and the Commission accepted, a compromise whereby the access would be moved onto the property and one parking space removed if the City determined the access interfered with the use of the sidewalk.



Section 17.20.025 of the LMC allows an applicant to satisfy the parking requirement in whole or in part by paying a parking improvement fee in lieu of providing the required parking spaces, which the applicant is proposing to do for the six spaces that are not provided. The current fee, set by Council Resolution each year along with other fees, is \$3,600 per space, which would result in a total payment of \$21,600 to the Downtown Parking Improvement Fund. If a space is removed at any time to provide the handicap access on the property, the proposal would then be deficient, and an additional \$3,600, or whatever the fee is at that time, would be paid by the property owner.

Architecture

The Downtown Design Handbook provides guidance for all new construction proposed in Downtown Louisville and indicates buildings should use similar materials, scale and design as established in Downtown. Guideline G24 states, "A new design that draws upon the fundamental similarities among traditional buildings in the community without copying them is preferred. This will allow them to be seen as products of their own time yet compatible with their older neighbors." (Page 25, Downtown Design Handbook).

Sheet A3 of the PUD provides elevations of the proposed new commercial building and modified existing house. The new building is designed in a neo-traditional style, with a mix of gable and flat roof forms. The proposed building would be set back about seven feet from the Main Street right-of-way, and about one foot from the South Street right-of-way, with awnings extending over the property lines into the rights-of-way. If approved, the awning extensions will require a license agreement.

Section T1 of the Design Handbook states buildings in the Transition Area should maintain the general alignment of building fronts. The Handbook recommends front setbacks of 5-25 feet, except where the neighboring buildings have different front setbacks. In this case, the Museum, across the street to the north, and 927 Main, two properties to the south, both have no front setback, while 931 Main, immediately to the south, has a front setback of around five feet. Considering the context of the surrounding properties and the proposal for outdoor seating in front of the building, staff finds the proposed front setback is appropriate.

Section T3 states, "Maintain the pattern created by the even spacing of building side yards" and suggests a standard of five foot setbacks. Both 931 and 927 Main are less than two feet from their north property lines, but have three to five-foot setbacks on their south side. The proposed building at 824 South would be one foot or less from the south property line. Considering the setbacks at 931 and 927 Main, staff believes a setback of less than five feet is acceptable.



Section T4 states new construction should be similar in mass and scale to surrounding buildings. All of the other buildings along the east side of Main Street on this block are one story, as is the Museum across South Street. Both 931 and 927 Main have been approved for new, two-story structures constructed behind the existing one-story structures on Main Street.

Section T6 states the primary width of buildings along the street should be maintained, suggesting no primary façade should exceed 20-30 feet. The front façade is broken up into three segments: the main entrance at the northeast corner is about 10 feet wide, there is an overhang in the middle of the façade which is about 25 feet wide, and the south portion is set back further and is about 12 feet wide.

Section T8 states buildings should be primarily rectangular in form. The proposed building is mostly rectangular.

Section T9 states simple, traditional roof forms should be used, including “roofs composed of a combination of roof planes, but simple in form, are also encouraged.” The proposed roof is predominately flat, with a false front along Main Street and a gabled portion along South Street. The adjacent buildings have either simple front gables or false fronts.

The proposed new building would include mostly windows on the first story, with painted composite siding and stucco on the second story and portions of the first. The building would include significant glazing, with aluminum-frame storefront windows on the first

floor and smaller windows on the second floor. The gabled portion of the roof would have asphalt shingles. There would be canvas awnings above the storefront windows with a metal mesh grid above the awnings for mounting signage.

Section G26 states awnings are encouraged. The proposed awnings fit the dimensions of the openings they are above.

Section G29 of the Design Handbook states buildings should use materials traditionally found in Downtown, including vertical and horizontal siding, shingles, and brick. The proposed composite siding would look like horizontal wood siding.



Section G32 states traditional roof materials should be used, including asphalt shingles in muted colors. The asphalt shingle roofs on surrounding buildings are either gray or brown.

Section G33 states windows should be of traditional size and relate to the pedestrian scale. Large storefront windows with knee walls are found in Downtown – although more often in the Core Area than the Transition Area – and are pedestrian friendly.

Section G35 states, “Upper stories, on a street facade, should appear less transparent than the first floor.” The proposed second story complies.

The existing one-story house would maintain its overall form and materials, except the garage on the west side of the house would be removed to comply with the rear setback requirement. The area in front of the house, and the adjacent interior courtyard, both include landscape amenities including trees, planting beds, and potted plants.



In summary, staff finds the proposal is compatible with the standards for the transition area of Downtown and the surrounding properties.

Utility Plan

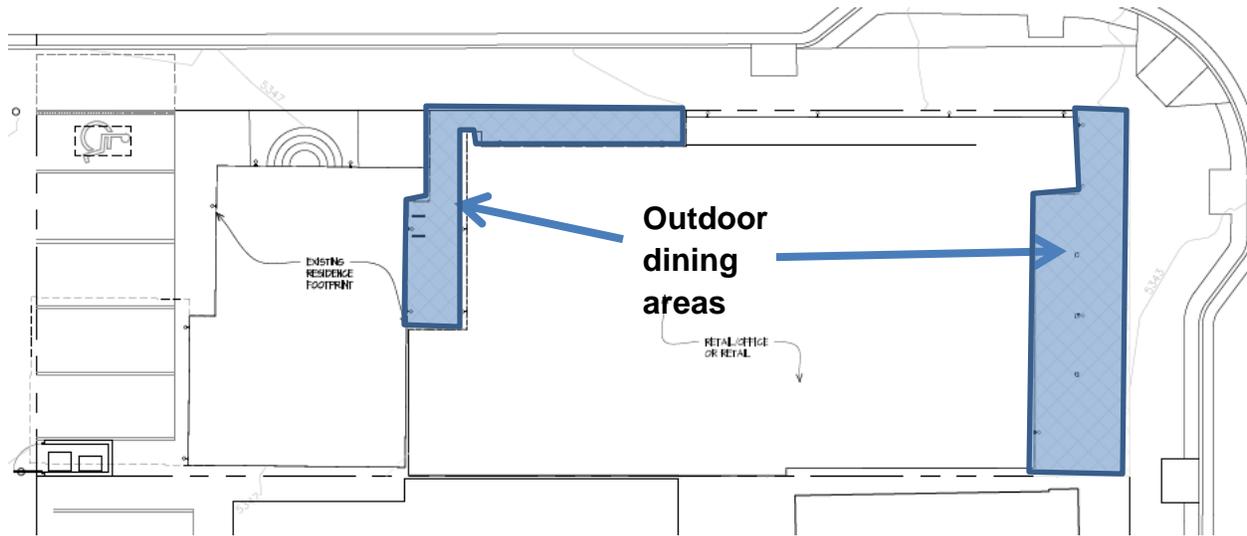
The proposed utility plan complies with City requirements. All mechanical units would either be housed internally or screened from public view. A trash enclosure would be provided at the rear alley. There were a few remaining utility items that needed to be addressed at the time of the Planning Commission hearing that have since been resolved.

PUD Criteria

Section 17.28.120 of the Louisville Municipal Code lists criteria for Planned Unit Developments (PUDs) that must be satisfied or found not applicable for the PUD to be approved. Staff finds that all applicable criteria are met. The proposal meets all the requirements of the design guidelines and is designed to transition between the Downtown and Old Town areas.

SPECIAL REVIEW USE

Under the use table in Section 17.12.030 of the LMC, outdoor dining is allowed as a special review use in the CC zone district. The outdoor dining is proposed for the courtyard between the two buildings, and in front of the new building along Main Street. The portion of the outdoor dining area extending into the right-of-way would require a license agreement from the City.



Section 17.40.100 (A) of the LMC lists five criteria to be considered by City Council in reviewing a special review use application. The City Council is authorized to place conditions on their recommendation of approval, if they believe conditions are necessary to comply with the criteria listed below.

1. *That the proposed use/development is consistent in all respects with the spirit and intent of the comprehensive plan and of this chapter, and that it would not be contrary to the general welfare and economic prosperity of the city or the immediate neighborhood;*

The proposed outdoor dining would help any future restaurant use be more successful, contributing to the economic prosperity of Downtown. The Comprehensive Plan calls for pedestrian friendly uses in Downtown. Outdoor dining is consistent with a pedestrian friendly environment. **Staff finds this criterion is met.**

2. *That such use/development will lend economic stability, compatible with the character of any surrounding established areas;*

Most restaurants in Downtown have outdoor dining, and the outdoor dining would make a restaurant at the location more likely to be successful. **Staff finds this criterion is met.**

3. *That the use/development is adequate for the internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such other factors directly related to public health and convenience;*

As described above, the applicant is not meeting parking requirements by providing the required number of spaces, but instead proposes to pay the Parking Improvement Fee

in lieu, as permitted under the LMC. In addition, the parking that is provided requires the use of a portion of the sidewalk for handicap accessibility. Moving the vehicle access from South Street to the alley, however, improves safety and the pedestrian environment. Otherwise, the proposed development's site plan is designed consistent with the standards established in the Louisville Municipal Code and the Design Handbook for Downtown Louisville. **Staff finds this criterion is met.**

4. *That external effects of the proposal are controlled, considering compatibility of land use; movement or congestion of traffic; services, including arrangement of signs and lighting devices as to prevent the occurrence of nuisances; landscaping and other similar features to prevent the littering or accumulation of trash, together with other factors deemed to affect public health, welfare, safety and convenience;*

The proposed development, if approved, should not generate external impacts beyond what is allowed in the applicable regulations. The external effects of the proposal are controlled and the site plan as proposed provides appropriate vehicular / pedestrian circulation, adequate lighting, and appropriate drainage control. **Staff finds this criterion is met.**

5. *That an adequate amount and proper location of pedestrian walks, malls and landscaped spaces to prevent pedestrian use of vehicular ways and parking spaces and to separate pedestrian walks, malls and public transportation loading places from general vehicular circulation facilities.*

This development requested provides appropriate pedestrian walks and landscaped spaces and engages the City's public realm and limits the use of the parking area for pedestrian circulation. **Staff finds this criterion is met.**

FISCAL IMPACT:

The proposed development for 931 Main Street includes approximately 5,700 SF of office/retail space. The office/retail space is a use by right. This new office space, if approved, would introduce new jobs and employees into the local economy. The new retail space would generate additional sales tax revenue. Staff believes the overall fiscal impact would be positive.

HISTORIC PRESERVATION COMMISSION COMMENTS:

The Historic Preservation Commission reviewed the initial application at their October 19, 2015 meeting. The Historic Preservation Commission appreciated the retention of the historic structure and the courtyard separation between the existing structure and proposed building. The Commission had concerns about the scale and compatibility of the original proposal, which have been addressed with the revised plan.

PLANNING COMMISSION ACTION:

The Planning Commission reviewed this submittal at its July 14, 2016 public hearing. Following a discussion regarding the request, the Planning Commission voted to forward the request to City Council with a recommendation of approval by a 6 to 0 vote. Discussion focused on the parking and how best to accommodate the handicap space. At the hearing, the applicant proposed a modified condition regarding the space: “The access area for the handicap parking space shall be moved on to the property *if the City determines in the future that the access area unduly restricts the public sidewalk after the project is completed and in use.*” Planning Commission recommended approval with the modified condition. There was one public comment in favor of the proposal. The Commission determined the request complied with the applicable regulations and the proposal would be a benefit to Downtown and the City.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 43, Series 2016, approving a final Planned Unit Development (PUD) plan and special review use (SRU) to allow for the construction of a new building with 5,700 SF of commercial space, the remodel of the existing house, and outdoor sales at 824 South Street, Lot 1, Block 5, Louisville Old Town. The resolution recommending approval includes the following condition of approval:

1. The access area for the handicap parking space shall be moved on to the property if the City, at its sole discretion, determines in the future that the access area unduly restricts the public sidewalk after the project is completed and in use or determines an alternative use of the right of way is desired. The property owner shall be responsible for all costs associated with relocation of the parking space, include restoration of the public right-of-way and payment of the parking fee-in-lieu that is in place at the time the determination to relocate the parking space is made.

ATTACHMENT(S):

1. Resolution No. 43, Series 2016
2. Application documents
3. Final PUD
4. July 14, 2016 Planning Commission Minutes
5. Presentation

**RESOLUTION NO. 43
SERIES 2016**

A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) AND SPECIAL REVIEW USE (SRU) TO ALLOW FOR THE CONSTRUCTION OF A NEW BUILDING WITH 5,700 SF OF COMMERCIAL SPACE, THE REMODEL OF THE EXISTING HOUSE, AND OUTDOOR SALES AT 824 SOUTH STREET, LOT 1, BLOCK 5, LOUISVILLE OLD TOWN

WHEREAS, there has been submitted to the Louisville Planning Commission an application approving a final Planned Unit Development (PUD) plan and special review use (SRU) to allow for the construction of a new building with 5,700 SF of commercial space, the remodel of the existing house, and outdoor sales at 824 South Street, Lot 1, Block 5, Louisville Old Town; and

WHEREAS, the City Staff has reviewed the information submitted and found that, subject to conditions, the application complies with the Louisville zoning and subdivision regulations and other applicable sections of the Louisville Municipal Code; and;

WHEREAS, after a duly noticed public hearing on July 14, 2016, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated July 14, 2016, the Planning Commission recommends the PUD for 168 Centennial Pkwy to City Council, with the following conditions:

1. The access area for the handicap parking space shall be moved on to the property if the City determines in the future that the access area unduly restricts the public sidewalk after the project is completed and in use.
2. The items outlined in the Public Works memo dated June 23, 2016 shall be satisfied before recordation of the PUD.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve Resolution No. X, Series 2016, a resolution approving a final Planned Unit Development (PUD) plan and special review use (SRU) to allow for the construction of a new building with 5,700 SF of commercial space, the remodel of the existing house, and outdoor sales at 824 South Street, Lot 1, Block 5, Louisville Old Town, with the following condition:

1. The access area for the handicap parking space shall be moved on to the property if the City determines in the future that the access area unduly restricts the public sidewalk after the project is completed and in use.

PASSED AND ADOPTED this 16th day of August, 2016.

By: _____
Robert P. Muckle, Mayor
City of Louisville, Colorado

Attest: _____
Meredyth Muth, City Clerk
City of Louisville, Colorado

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Hartronft Associates
 Contact: Erik Hartronft
 Address: 950 Spruce St. #2A
Louisville, CO 80027
 Mailing Address: 950 Spruce St. #2A
Louisville, CO 80027
 Telephone: 303-673-9304
 Fax: _____
 Email: erik@hapcdesign.com

OWNER INFORMATION

Firm: Ronda Grassi & Nancy Welch
 Contact: Ronda Grassi
 Address: 1894 Grenfell Ct.
Erie, CO 80516
 Mailing Address: 1894 Grenfell Ct.
Erie, CO 80516
 Telephone: 303-665-3217
 Fax: _____
 Email: ronda@cadcoinc.com

REPRESENTATIVE INFORMATION

Firm: Hartronft Associates
 Contact: Erik Hartronft
 Address: 950 Spruce St. #2A
Louisville, CO 80027
 Mailing Address: 950 Spruce St. #2A
Louisville, CO 80027
 Telephone: 303-673-9304
 Fax: _____
 Email: erik@hapcdesign.com

PROPERTY INFORMATION

Common Address: 824 South Street
 Legal Description: Lot 1 Blk 5
 Subdivision Louisville Old Town
 Area: 7,481 Sq. Ft.

TYPE (S) OF APPLICATION

- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: _____
- CMRS Facility: _____
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: _____
 New construction on the open portion of lot at the corner of South St. and Main St. in downtown Louisville. The existing house is to remain with the existing garage removed. The existing house is to be renovated to include a new second level and partially covered parking on west side. The proposed new building is to include three levels. Potential uses of the site include office space, retail, restaurant, and up to three dwelling units.
 Current zoning: CC Proposed zoning: CC

SIGNATURES & DATE

Applicant: _____
 Print: Erik Hartronft
 Owner: 
 Print: Ronda Grassi & Nancy Welch
 Representative: _____
 Print: Erik Hartronft

CITY STAFF USE ONLY

- Fee paid: _____
- Check number: _____
- Date Received: _____

LAND USE APPLICATION

CASE NO. _____

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- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: _____
- CMRS Facility: _____
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: _____
 The project includes 2-3 dwelling units. Special Review Use is requested for multi-family dwelling units.

Current zoning: CC Proposed zoning: CC

SIGNATURES & DATE

Applicant: _____
 Print: Erik Hartronft
 Owner: [Signature]
 Print: Ronda Grassi & Nancy Welch
 Representative: _____
 Print: Erik Hartronft

CITY STAFF USE ONLY

- Fee paid: _____
- Check number: _____
- Date Received: _____



**HARTRONFT
ASSOCIATES**

A Professional Corporation

*Planning
Architecture
Interior Design*

950 SPRUCE STREET, #2A
LOUISVILLE, CO 80027
TEL: 303.673.9304
FAX: 303.673.9319

Mr. Robert Zuccaro, Planning Director
Mr. Scott Robinson, Planner
City of Louisville, Colorado
749 Main Street
Louisville, CO 80027

3 June, 2016

Re: 824 South Street
Final PUD Review

Rob and Scott,

Per our last meeting, we are pleased to be resubmitting the Final Planned Unit Development Plan for the 824 South Street mixed use development for the next available Planning Commission hearing. We have made a number of revisions to the proposed building based on the feedback received from staff comments and the Planning Commission hearing on November 12th, 2015. The scale and massing of the building have been modified significantly. The third floor has been removed and the entire building is less than 35' in height, in compliance with the Downtown Design Handbook and the one previous condition of approval for this case.

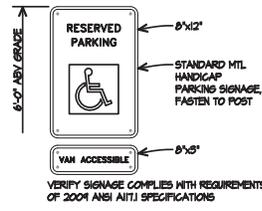
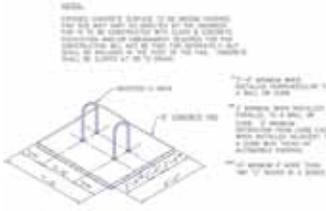
In addition to the height and massing revision, the primary east facade of the building has been set back 13 feet from the property line and the semi-transparent porch element in front of the façade is in alignment with the building to the south. This revision further reduces the pedestrian scale at the street and provides for a generous patio area for outdoor seating on Main Street, enhancing the public realm with activity. Otherwise, the proposed development is functionally similar to the previous submittal, without the third floor residential unit.

We are excited by the potential of the redevelopment of this property and its positive affect on Downtown Louisville. Please consider this request for approval of the Planned Unit Development Plan attached herein. We look forward to your comments as we move forward with this important infill development project.

Sincerely,

J. Erik Hartronft, AIA,

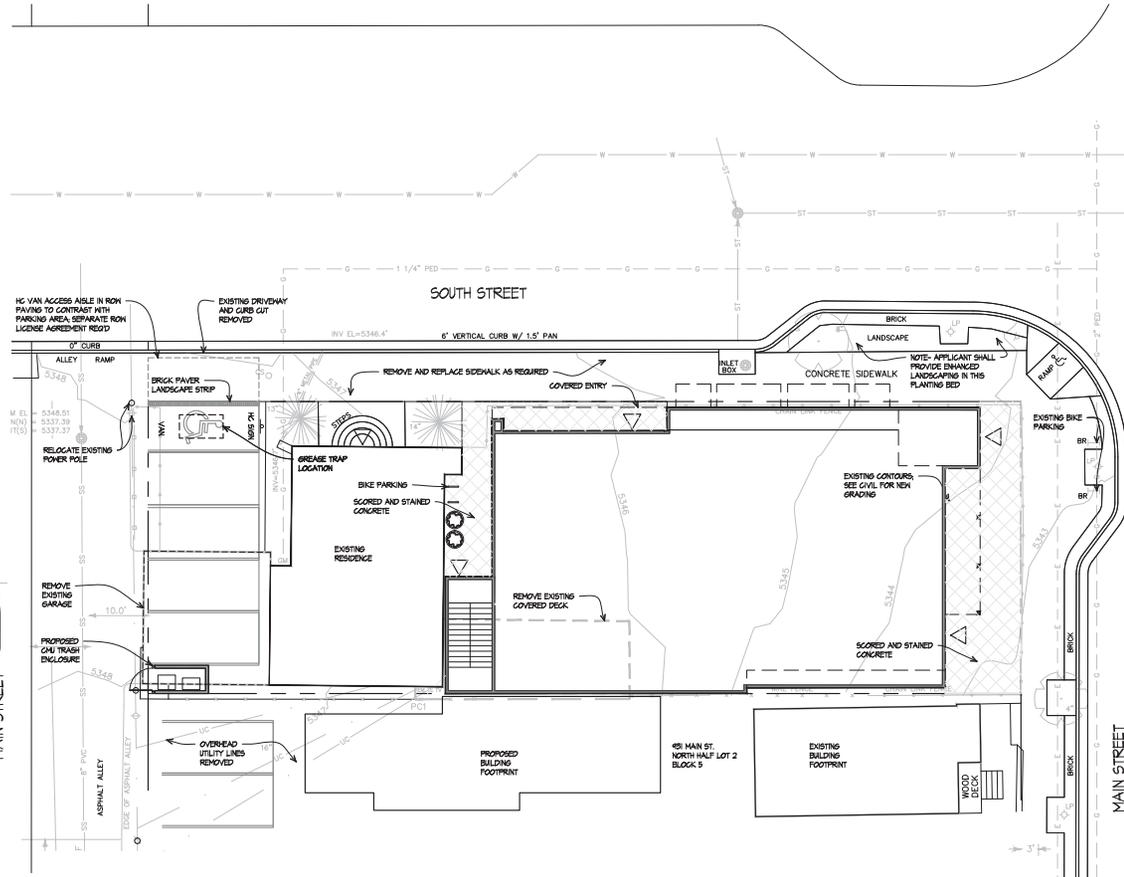
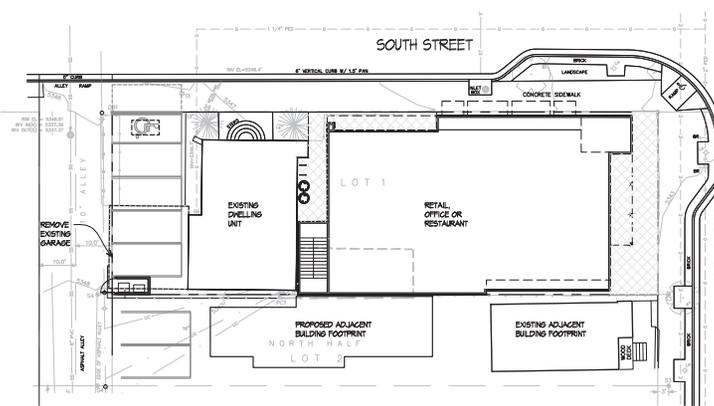
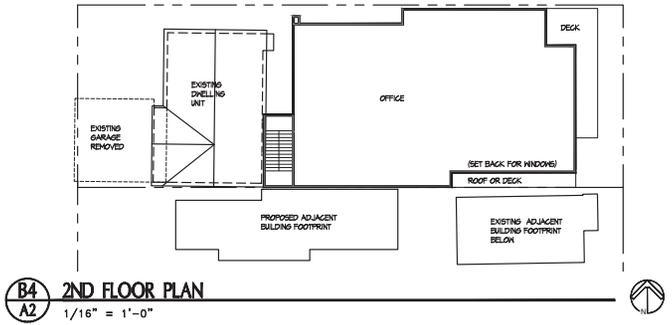
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LANDSCAPE LEGEND			
	Ornamental Grasses		Existing Coniferous Tree over 12" Caliper
	Potted Perennials		Existing Deciduous Tree 8" Caliper
	Proposed Deciduous Tree		Existing Deciduous Tree 4" Caliper
	Proposed Ornamental		

D3 U-RACK DETAIL @ BIKE PK'G
A2 1" = 10'-0"

D2 H.C. PK'G SIGN DETAIL
A2 1" = 10'-0"



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**824 SOUTH STREET
MIXED USE DEVELOPMENT**
824 South St, Louisville CO 80027
Louisville, Block 5, Lot 1

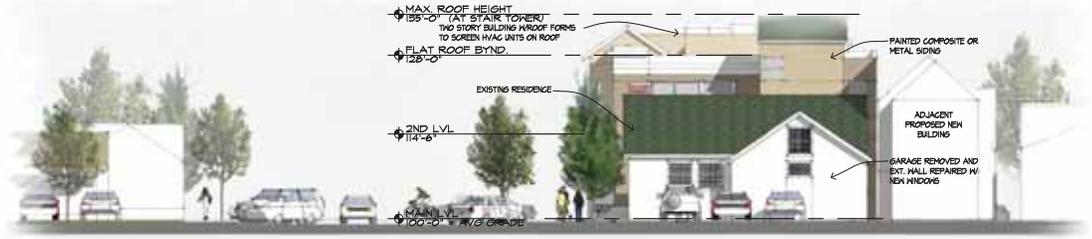
SPECIAL REVIEW USE
FINAL PINK PLOTTED

PROJECT # 1551
DATE 08/06/2015
DRAWN BY: HAPC
CHECKED BY: JH
REVISIONS
FINAL PC 10/16/15
FINAL PC 06/05/16

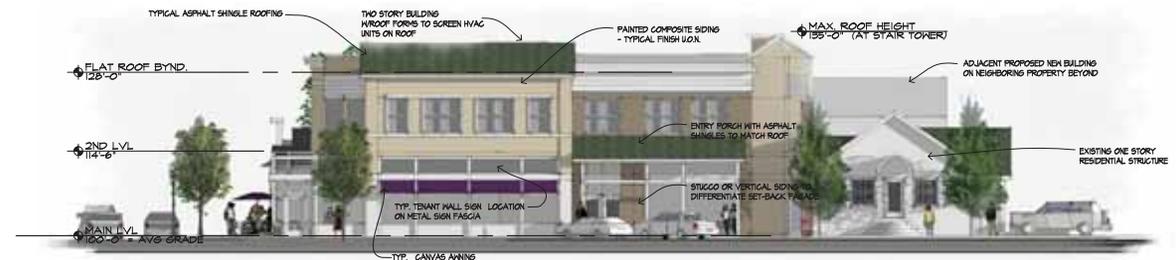
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SITE, LANDSCAPE PLAN & PARKING PLAN FLOOR PLANS DETAILS

Sheet
A2
2 of 1 Sheets



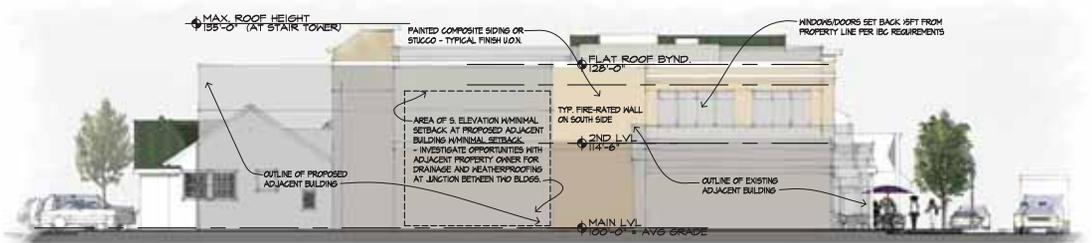
D1 WEST ELEVATION - ALLEY
 A3 SCALE: 1" = 10'-0"



C1 NORTH ELEVATION - SOUTH STREET
 A3 SCALE: 1" = 10'-0"



B1 EAST ELEVATION - MAIN STREET
 A3 SCALE: 1" = 10'-0"



A1 SOUTH ELEVATION - ADJACENT PROPERTY
 A3 SCALE: 1" = 10'-0"

HARTRONFT ASSOCIATES
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 Louisville, KY 40203
 TEL: 502.473.9800
 FAX: 502.473.9339

**824 SOUTH STREET
 MIXED USE DEVELOPMENT**
 824 South St, Louisville CO 80027
 Louisville, Block 5, Lot 1

FINAL P10

PROJECT # 1551
 DATE 08/06/2015
 DRAWN BY: HAPC
 CHECKED BY: JH
 REVISIONS
 FINAL PC 10/16/15
 FINAL PC 06/02/16

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BUILDING ELEVATIONS

Sheet
A3
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FIXTURE SCHEDULE										
NO.	SYMBOL	DESCRIPTION	MANUFACTURER	INSTALLATION	TYPE	SIZE	WATTAGE	OPERATION	NOTE	QTY
A		RECESSED DOWNLIGHT WITH 1/2" X 1/2" X 1/2" LED LAMP (LAMP NOT SHOWN)	OSRAM	RECESSED IN CONCRETE	LED	4" X 4"	10W	RECESSED		16
B		WALL MOUNTED LED DOWNLIGHT WITH 1/2" X 1/2" X 1/2" LED LAMP (LAMP NOT SHOWN)	OSRAM	WALL MOUNTED	LED	4" X 4"	10W	WALL MOUNTED		16
C		WALL MOUNTED LED DOWNLIGHT WITH 1/2" X 1/2" X 1/2" LED LAMP (LAMP NOT SHOWN)	OSRAM	WALL MOUNTED	LED	4" X 4"	10W	WALL MOUNTED		8



LIGHT - C



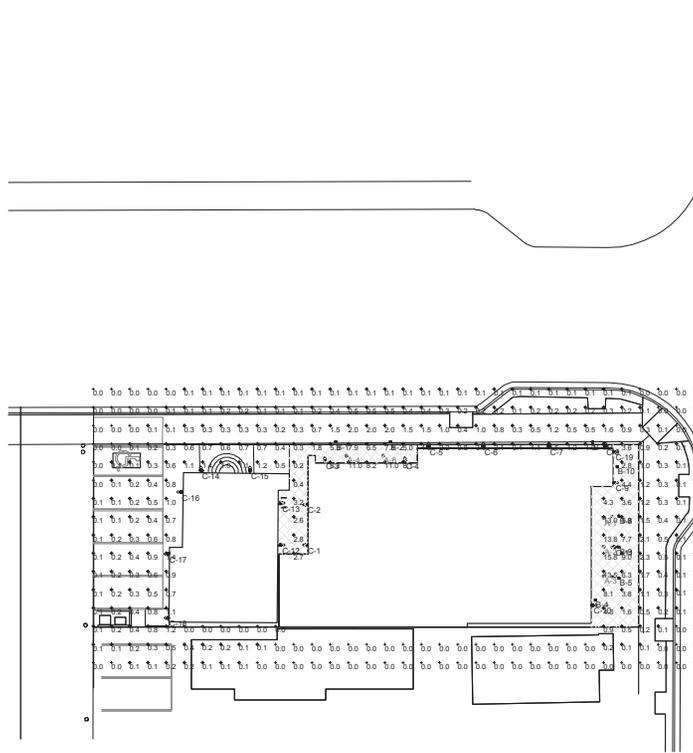
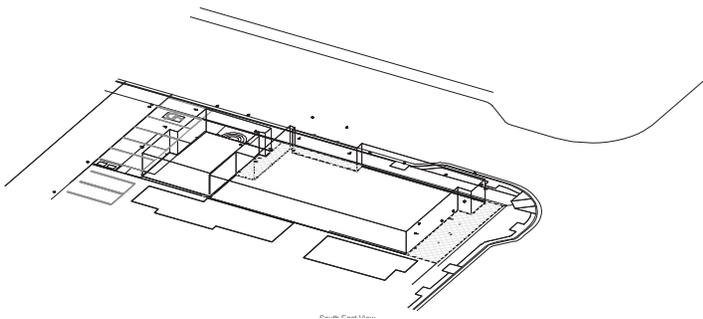
LIGHT - B



LIGHT - A

Statistics					
Symbol	Description	Avg	Max/Min	Min	Avg/Min
+	Calc Zone #1	1.0 fc	N/A	0.0 fc	N/A

Luminaire Locations										
No.	Label	Location					Aim			
		X	Y	Z	MH	Orientation	Tilt	X	Y	Z
1	A	90.00	-870.00	9.00	9.00	0.00	0.00	90.00	-870.00	0.00
2	A	90.00	-878.00	9.00	9.00	0.00	0.00	90.00	-878.00	0.00
3	A	90.00	-886.00	9.00	9.00	0.00	0.00	90.00	-886.00	0.00
4	A	19.50	-853.00	9.00	9.00	0.00	0.00	19.50	-853.00	0.00
6	A	29.50	-853.00	9.00	9.00	0.00	0.00	29.50	-853.00	0.00
11	B	18.50	-849.50	14.00	14.00	180.00	81.62	18.50	-866.48	11.50
2	B	31.50	-849.50	14.00	14.00	180.00	85.50	31.50	-881.25	11.50
4	B	87.50	-892.50	10.00	10.00	270.00	70.28	77.74	-892.90	6.50
5	B	94.00	-886.50	10.00	10.00	270.00	60.95	89.50	-886.50	7.50
8	B	94.00	-869.50	10.00	10.00	270.00	60.95	89.50	-869.50	7.50
9	B	94.00	-878.00	10.00	10.00	270.00	60.95	89.50	-878.00	7.50
10	B	93.50	-856.00	10.00	10.00	270.00	60.95	89.00	-856.00	7.50
11	B	87.00	-849.50	10.00	10.00	180.00	60.95	87.00	-854.00	7.50
1	C	8.50	-877.50	6.50	6.50	270.00	0.00	8.50	-877.50	0.00
2	C	8.50	-866.50	6.50	6.50	270.00	0.00	8.50	-866.50	0.00
3	C	13.50	-854.50	6.50	6.50	0.00	0.00	13.50	-854.50	0.00
4	C	35.50	-854.50	6.50	6.50	0.00	0.00	35.50	-854.50	0.00
5	C	42.00	-850.50	6.50	6.50	0.00	0.00	42.00	-850.50	0.00
6	C	57.00	-850.50	6.50	6.50	0.00	0.00	57.00	-850.50	0.00
7	C	75.00	-850.50	6.50	6.50	0.00	0.00	75.00	-850.50	0.00
8	C	90.50	-850.50	6.50	6.50	0.00	0.00	90.50	-850.50	0.00
9	C	93.00	-860.50	6.50	6.50	90.00	0.00	93.00	-860.50	0.00
10	C	87.00	-894.00	6.50	6.50	90.00	0.00	87.00	-894.00	0.00
11	C	93.00	-878.00	6.50	6.50	90.00	0.00	93.00	-878.00	0.00
12	C	1.50	-877.50	12.00	12.00	90.00	0.00	1.50	-877.50	0.00
13	C	1.50	-866.00	12.00	12.00	90.00	0.00	1.50	-866.00	0.00
14	C	-20.50	-857.00	12.00	12.00	0.00	0.00	-20.50	-857.00	0.00
15	C	-7.00	-857.00	12.00	12.00	0.00	0.00	-7.00	-857.00	0.00
16	C	-26.00	-863.00	12.00	12.00	270.00	0.00	-26.00	-863.00	0.00
17	C	-29.50	-880.00	12.00	12.00	270.00	0.00	-29.50	-880.00	0.00
18	C	-29.50	-897.50	12.00	12.00	270.00	0.00	-29.50	-897.50	0.00
19	C	93.00	-852.00	6.50	6.50	90.00	0.00	93.00	-852.00	0.00



A1 SITE PHOTOMETRIC
A4
1/16" = 1'-0"

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**824 SOUTH STREET
MIXED USE DEVELOPMENT**
824 South St, Louisville CO 80027
Louisville, Block 5, Lot 1

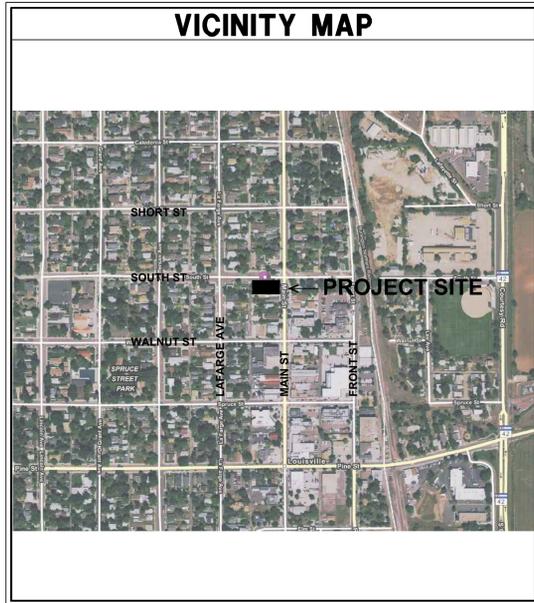
FINAL P&O

PROJECT # 1551
DATE 08/06/2015
DRAWN BY: HAPC
CHECKED BY: JH
REVISIONS
FINAL PC 10/16/15
FINAL PC 06/05/16

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SITE PHOTOMETRICS

Sheet
A4
4 of 1 Sheets



SIGNATURES

OWNERSHIP SIGNATURE BLOCK
By signing this PUD, the owner acknowledges and accepts all the requirements and intent set forth in this PUD. Witness my/our hand(s) seal(s) this ___ day of _____, 20__.

Owner Name and Signature _____

Notary Name (print) _____ (Notary Seal)

Notary Signature _____

My Commission Expires _____

CLERK AND RECORDER CERTIFICATE (COUNTY OF BOULDER, STATE OF COLORADO)
I hereby certify that this instrument was filed in my office at _____ o'clock, ___ M., this ___ day of _____, 20__, and is recorded in Plan File _____, Fee _____ paid, _____ Film No. _____ Reception.

Clerk & Recorder _____

Deputy _____

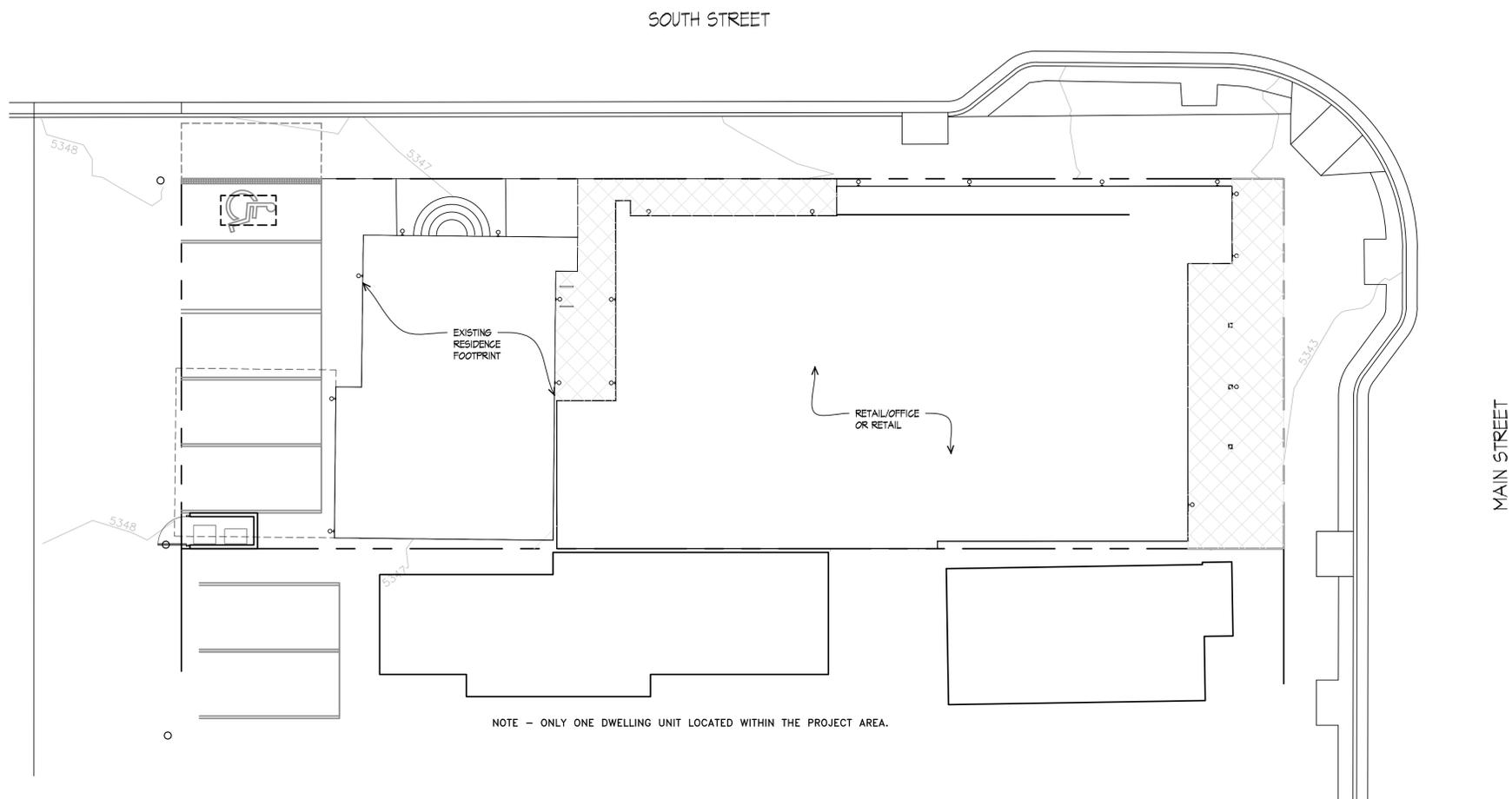
CITY COUNCIL CERTIFICATE
Approved this ___ day of _____, 20__ by the City Council of the City of Louisville, Colorado.
Resolution No. _____, Series _____ (City Seal)

Mayor Signature _____

City Clerk Signature _____

SPECIAL REVIEW USE 824 SOUTH STREET MIXED USE DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8 TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



824 SOUTH STREET - SPECIAL REVIEW USE

With one dwelling unit combined with commercial space, this property will be a Mixed Use Residential-Commercial land use designation. Existing zoning CC allows dwellings and mixed use configuration when authorized through a Special Review Use.

-Indicates location of proposed lighting. Bottom of lights to be 6'-8" above walking surface.

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**824 SOUTH STREET
MIXED USE DEVELOPMENT**
824 South St, Louisville CO 80027
Louisville, Block 5, Lot 1

**SPECIAL REVIEW USE
FINAL PUD**

PROJECT # 1551
DATE: 08/06/2015
DRAWN BY: HAPC
CHECKED BY: JH
REVISIONS:
FINAL PC 10/16/15
FINAL PC 06/03/16

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**SPECIAL REVIEW
USE PLAN**

Sheet
1
of Sheets



Planning Commission Meeting Minutes

July 14, 2016

City Hall, Council Chambers

749 Main Street

6:30 PM

Call to Order – Tengler called the meeting to order at 6:30 PM.

Roll Call was taken and the following members were present:

Commission Members Present: Cary Tengler, Vice Chair
Ann O'Connell, Secretary
Jeff Moline
Tom Rice
David Hsu

Commission Members Absent: Chris Pritchard, Chair
Steve Brauneis

Staff Members Present: Rob Zuccaro, Dir. of Planning & Building Safety
Scott Robinson, Planner II
Lauren Trice, Planner I

- **824 South Street Final PUD: Resolution 18, Series 2016.** A resolution recommending approval of a Planned Unit Development (PUD) and Special Review Use (SRU) to allow for the remodel of the existing house, and outdoor sales at 824 South Street.
- Applicant and Representative: Hartronft Associates (Erik Hartronft)
 - Owner: Ronda Grassi and Nancy Welch
 - Case Manager: Scott Robinson, Planner II

Conflict of Interest and Disclosure:

None.

Public Notice Certification:

Published in the Boulder Daily Camera on June 16, 2016. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building and mailed to surrounding property owners and property posted on June 26, 2016.

Staff Report of Facts and Issues:

Robinson presented from Power Point:

- This project came before the Planning Commission in November 2015 and recommended denial of the initial application. The applicant has redesigned the proposal with a new design.
- Staff requests that PC look at this as a new proposal, not in comparison to the November proposal.

LOCATION

Setbacks		
- Front Yard	0'	7'
- Side Yard – North	0'	1'
- Side Yard - South	0'	0'
- Rear Yard	20'	21'



PARKING

- Proposed five parking spaces at the back of the property, included one ADA space
 - **With ADA access in ROW**
 - 11 spaces required
 - 5 spaces provided
 - 6 spaces fee-in-lieu = \$21,600
 - **With ADA access on property**
 - 11 spaces required
 - 4 spaces provided
 - 7 spaces fee-in-lieu = \$25,200

ARCHITECTURE

Northeast corner of building, broken up into different massing with commercial building, appearance of false façade facing Main Street and taller gabled structure along South Street. Building looks like smaller structures put together instead of one large structure.



MATERIALS

Siding or composite material that looks like siding compatible with Design Handbook for Downtown Louisville. Staff feels this design complies with the Design Handbook for Downtown Louisville.



East Elevation



House – North Elevation

Proposal to remove existing garage but existing house will remain.

SPECIAL REVIEW USE

- Outdoor dining or outdoor sales.
- Front portion on property along Main Street
- Portion of courtyard between the proposed new structure and existing structure, and along South Street

Five criteria that must be met in order for a Special Review Use to be approved. Staff Report lists them and finds all five criteria have been met and recommends approval of the SRU.

Staff Recommendations:

Staff recommends Planning Commission move to approve **824 South Street Final PUD: Resolution 18, Series 2016**. A resolution recommending approval of a Planned Unit Development (PUD) and Special Review Use (SRU) to allow for the remodel of the existing house, and outdoor sales at 824 South Street.

with two conditions:

1. The access area for the handicap parking space shall be moved on to the property
2. The items outlined in the Public Works memo dated June 23, 2016 shall be satisfied before recordation of the PUD.

Email entered into record:

Moline makes motion to enter email into the record, **Hsu** seconds the motion. Motion passed by voice vote.

Commission Questions of Staff:

Moline asks about parking issue and the money the applicant can contribute into the City parking fund. How does that translate into creating more parking and City parking issues?

Robinson says the money can go towards acquiring parking elsewhere in downtown which the City is actively pursuing. The property at the corner of Elma and Front has recently been paved and is public parking. Once the South Street Underpass is finished (it is under construction now with BNSF), the City has acquired land on the other side for public parking.

Rice says am I correct that there is no waiver being sought.

Robinson says no waiver is being sought; just a request to pay parking fee-in-lieu instead of providing parking.

Rice says the controversy is whether we make them pay for six or seven parking spaces. The Special Review Use is for the outdoor dining. If memory serves me right, what caused the proposal to be denied last time was the waivers being sought.

Applicant Presentation:

Eric Hartronft, 950 Spruce Street, Suite 2A, Louisville, CO

Not all of you were here when we presented in November. As was pointed out, the last proposal looked at a 35' building, but there were three stories. The transition area of Downtown Louisville guidelines states that buildings should be no more than two stories, 35'. We are coming back with a two story building that does not exceed 35'. The area that is up to 35' is a small area for a stair tower to get to the roof. The building as you see it is lower than 35'. The gables are probably 32' to 33'.

The site is across the street from the Louisville Museum and is a different part of town than other areas that are more active. One thing about this area from a retail standpoint is that some businesses have suffered in the northern part of the 900 block because of the lack of foot traffic. How do we make downtown as vibrant as we can? Rhonda and Nancy have come forward with this site because it is a keystone piece for downtown to welcome people in. It is a gateway, not only from the Main Street traffic driving south but also from the new traffic coming through the underpass. It is at a crossroads and is an important piece.

Design Drivers

- Significant Gateway to Downtown
- Address the corner – from north Main Street and east
- Provide rich pedestrian experience
- Opportunities for outdoor dining and “hang out”
- Accommodate owner’s business
- Provide opportunity for new Main Street business
- Maintain the existing house if possible
- Relate to surrounding residential and commercial
- Respect Old Town and Downtown Design Guidelines

We have eliminated the third floor where Rhonda and Nancy wanted to live. Without the third floor, we cannot accommodate the loft. They will continue to use the residence on site as a rental property. We looked at the possibility of taking down the existing house on the property, but there are reasons to leave it. It helps to transition into the neighborhood from the site. The Historic Preservation aspect of the house is important. It is not our most historic residence in town, but it is a piece of our historic fabric. When you look at Old Town, this house fits in. It has

some unique character. The owners have decided it is desirable to keep the house instead of putting more parking there.

Proposed Site Plan

The previous version had a larger courtyard between the residence and the building. Part of the feedback we had was that the building previously was pretty close to the property line on the east side, so we pushed the building back. It caused us to lose a functional courtyard, so it is now just an entryway to get to a stair and back door of the existing residence. It shifted the open space to Main Street, so now we have a lot of more space adjacent to the public sidewalk. Where the property line is, there is a porch element that comes out from the building. That is in line with the existing building to the south, and then back another 6' from that is the actual building line. We pushed the building back quite a ways from the property line.

In the previous version, you can see how much closer the building was to the property line. It did give us a really nice courtyard but again, in responding to the comments that we heard from the neighbors and neighboring business, we felt it was cutting off their visual access to Main Street. We are able to create a better site plan that will be friendlier to the neighbors by pushing that back. One of the things happening in either version is that we have eliminated a curb cut that used to come back to the garage. There is another parallel parking space that gets created on the site here. We don't get credit for this space, but it is one more space downtown. Regarding parking in the back, we try to find as many parking spaces as we can. Land in Downtown Louisville is a precious resource and we have to use it as well as we can. I am all for mixing public and private uses if we can conserve land. One of the things we have done on other properties is to actually utilize sidewalks for the loading areas for handicapped space. My mom had a stroke seven years ago and we bought one of these vans with a ramp that comes out the side. It sticks out about 3-4' and often, we will park in one of these parallel parking spaces, put the ramp out onto the sidewalk, she gets out, and then the ramp goes in. For about 2 minutes, the ramp is out and then it's gone. It works quite well functionally because we do it all the time. In terms of conserving land downtown, we felt this was a good place to do it. You have approved a similar situation on 945 Front Street, where they are also utilizing a public sidewalk for part of their loading area. To meet the ADA requirements, you need a space that is 8' wide. The ramps and platforms that come out of vans don't take that space, but that gives you room to maneuver. On 945 Front, I think it only comes about halfway out into the sidewalk. The problem here is we can't really push the parking down.

On the front, there is a space created between the property line, the public sidewalk, and the building. It is very ample for outdoor seating. We have tried to activate the public realm along the sidewalk. We think this building will be a good addition to Downtown. It doesn't take a lot of room to create activity along the edges of buildings and we think this can be another really vital place Downtown that will add to what everybody loves about Downtown now.

We talked about the architectural concept of trying to use the traditional western storefront, false front façade architecture, updated for a historic context. We have a small gable element that runs down South Street to relate to the gable roof on the house, splitting up the longer façade with another false front element with the porch. We are trying to create these things with the architecture. The guidelines talk about the type of fenestration, windows, and doors and we comply with that as well as the building form itself.

The garage is being removed so additional parking is available off the alley.

On South Street, we have almost wide enough "curb to curb" to do angled parking. We would have to widen it just a little more to get the required clearances for firetrucks. But we think it is worth looking into and perhaps some of the parking money that goes into the fund can go to

angled parking. It creates quite a few new spaces Downtown if it can be done. We have noticed that the lot behind the museum seems to be under-utilized. I don't think a lot of people know it is there. Having a new building here will get utilization of our parking. If you went through Planning's parking study, utilization is the key. Not just creating more spaces, but getting people to where the parking is and getting the parking where the people are. We think this project does that.

The only thing we'd like to ask tonight is if you could see your way to modify the condition to add the following: the access area for the handicapped parking space shall be moved onto the property *if the City determines in the future that the access area unduly restricts the public sidewalk after the project is completed and in use*. It is just about striping at that point. If we go ahead and do it the way we've planned it, we can try it out. If it becomes a problem, then we will eliminate a space, pay the fee, and move on down the road. Anytime we can get even one more parking space Downtown, we think that is a benefit. Paying the fee is not an issue; it is about having more parking spaces adjacent to this building. If we can make it work, that would be great.

Commission Questions of Applicant:

Hsu says regarding the parking spaces, are those going to be customer parking or completely open to the public?

Hartronft says the way the parking regulations work, we have this one dwelling unit on site which is the existing house. We have to provide two parking spaces for that house. Those two spaces will have to be reserved for the residents. The other three spaces are probably going to be "private" in terms of the people going to the store and the tenants in the building wanting their customers to be able to park there. They will probably put up signs as you see in some of the lots Downtown, for customer parking only.

Commission Questions of Staff:

Tengler asks about letter submitted from Emily Kean which asks about enforced 2-hour parking for both employees and customers which would require the employees to find alternate parking, but to keep parking turnover.

Robinson says it is feasible and Staff would have to look at the parking study done two years ago. Generally, my recollection is there is less parking demand in the north part of Downtown and generally more availability with angled parking on South Street east of Main Street. The museum parking lot often is not full as well. From our studies and our perspective, there is no need for enforced 2-hour parking on South Street. It is enforced on Main Street which is all 2-hour. If this becomes an issue, that is an easy change to make.

Tengler says relative to the angled parking that Eric mentioned, is that feasible and something Staff has looked at?

Robinson says it is something that Public Works has looked at. It hasn't gone forward at this point. I don't remember exactly why it hasn't happened and it may be that it is not quite wide enough to accommodate it. As demand increases, it is something that will likely be revisited.

Rice asks what Staff's response to Eric's proposed modified condition.

Robinson says our preference is still for the condition as presented in the Staff Report. If you want to go with the modified condition, I don't think it will be an undue burden. Our preference is still for moving the access onto the property.

Rice asks what the difference is with 945 Front Street?

Robinson says the space doesn't extend as far off the property and it doesn't extend onto the sidewalk so the entire width of the sidewalk is still purely sidewalk, and then there is an area of pavers between the sidewalk and the property line that is to be used for ADA access.

Rice says in that case, they are actually on the public property for their ADA access, but the difference is it isn't on the paved sidewalk.

Hsu says regarding the proposed modification, if we found there is an undue burden later on, would the applicant still be required to pay the fee afterwards?

Robinson says if we end up having to remove a space to move it on there, they would have to pay the fee at that point. The applicant said he is okay with that.

Public Comment:

Michael Menaker, 1827 Choke Cherry Drive, Louisville, CO

Very quickly on the parking. There are plans to redo the parking lot at South Street to the east when the South Street Gateway Underpass under the railroad tracks opens. That street went one way for those with short memories when we built the new library. It was a construction mitigation design issue. It was really supposed to be reversed once the library was built. We have been challenged to get that to execute. We are promised that it will go back to a two-way street with parking on both sides of the street, probably still angled, when the Gateway is done. That opens up a lot of parking because those spaces are rarely full during the day because they are not apparently assessable. There is also some consideration about redoing South Street to the west to provide more parking with angled parking, but also to put in a bike corridor that will connect to existing bikeways in the City. When you look at it all in mass, add to that the newly acquired paved parking and the recently announced acquisition by the City of Blue Parrot's parking lot which now, once again, reopens a discussion on structured parking on land that the City controls. I see no reason to be overly concerned about the parking impacts on the least busy end of Downtown corridor. I am intrigued and supportive of the outdoor dining which I think will provide a restaurant anchor and allow traffic to flow. Compared to where this project was before, this new design answers many of the concerns this Commission had. Even in its previous incarnation, I am reminded there was tremendous support from the neighbors and business community. The Chamber was here in force and other business owners up and down the street were here in force. Eric did this to answer the height modifications in that dwelling unit on the top. I see no reason for you to not approve this unanimously.

Summary and request by Staff and Applicant:

Staff recommends Planning Commission move to approve 824 South Street Final PUD: Resolution 18, Series 2016. A resolution recommending approval of a Planned Unit Development (PUD) and Special Review Use (SRU) to allow for the remodel of the existing house, and outdoor sales at 824 South Street.

with two conditions:

1. The access area for the handicap parking space shall be moved on to the property
2. The items outlined in the Public Works memo dated June 23, 2016 shall be satisfied before recordation of the PUD.

Applicant has nothing to add.

Closed Public Hearing and discussion by Commission:

Rice says the only issue in my mind is how we deal with the handicapped parking spot. I have listened to both sides of the discussion and I find both of them to have merit and I haven't decided which way to go.

Hsu says I agree with what Tom said. That area, I agree, is easier to park on. It is on the north side and usually, you can find parking pretty easily a block or so away. I don't know which way that swings the consideration, whether having more parking available means that we should move the handicapped space. We could take away one parking space as one way to read it. If this becomes a more thriving part of Downtown, then maybe we do need more parking in that area.

O'Connell says because I am not sure, I am in favor of the way Eric proposes it. If it turns out to be a nightmare, then we can always come back and make them change it.

Moline says I agree with Ann on this. I am compelled by the things Eric mentioned. I think it is great to have a space that can have some dual uses, be it sidewalk but also be used for ADA

access when that occasionally happens. It seems like a great way to get another parking space right Downtown where people are going to want it. I am in support of the applicant's proposed modified condition. I think the building will be a great asset to Main Street. I think you have done a wonderful job.

Tengler says I am excited about it. We are all in agreement that this is a good project. I applaud the effort of Eric. I feel a lot better about this project because I was one who really felt like it was too much. It was more of a barrier than a gateway. I like what you have done, pushing it off the sidewalk and maintaining the outdoor dining. I appreciate the work you have done to bring this back. I'd like to go with the amendment to the condition that Eric has proposed.

Motion made by **O'Connell** to approve **824 South St Final PUD: Resolution 18, Series 2016**. A solution recommending approval of a Planned Unit Development (PUD) and Special Review Use (SRU) to allow for the remodel of the existing house, and outdoor sales at 824 South Street with two conditions, #1 being modified:

1. The access area for the handicap parking space shall be moved on to the property *if the City determines in the future that the access area unduly restricts the public sidewalk after the project is completed and in use.*
2. The items outlined in the Public Works memo dated June 23, 2016 shall be satisfied before recordation of the PUD.

Seconded by **Rice**. Roll call vote.

Name	Vote
Chris Pritchard	n/a
Cary Tengler	Yes
Ann O'Connell	Yes
Jeff Moline	Yes
Steve Brauneis	n/a
Tom Rice	Yes
David Hsu	Yes
Motion passed/failed:	Pass

Motion passes 6-0.

City Council – Public Hearing

824 South St – PUD & SRU

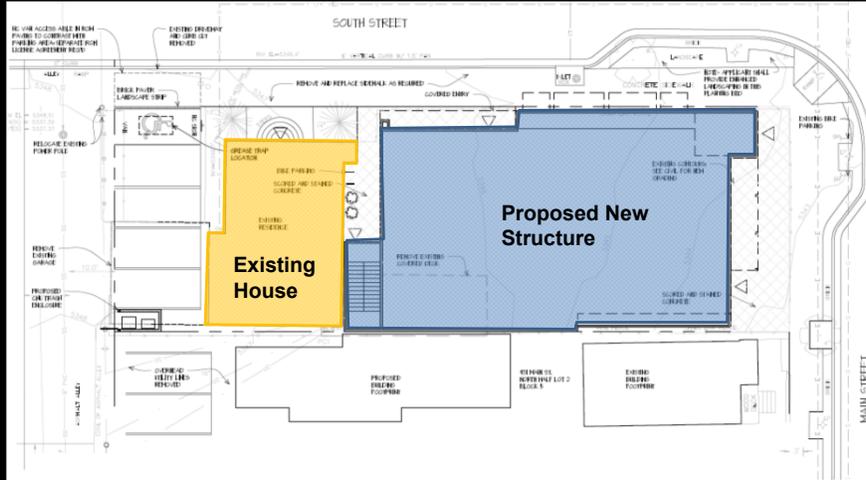
Resolution No. 43, Series 2016

A request for a final Planned Unit Development (PUD) and Special Review Use (SRU) for a building with 5,700 square feet of commercial space, the remodel of the existing house, and outdoor sales.

Prepared by:
Dept. of Planning & Building Safety



824 South Street – PUD & SRU Proposed Site Plan



824 South Street – PUD & SRU Standards

Zoning Data	City Standards	Proposed
Commercial Floor Area	N/A	7,510 SF
Residential Floor Area	N/A	1,126 SF
Total		8,636 SF
Floor Area Ratio	1.3	1.15
Building Coverage	N/A	5,006 SF
Bldg. Cover %	N/A	67%
Residential Parking (2/unit)	2 Spaces	2 spaces
Office Parking (1/500SF, first 999 sf exempt)	9 Spaces	3 Spaces
Building Height	35'	35'
No. of Stories	2	2
Setbacks		
- Front Yard	0'	7'
- Side Yard – North	0'	1'
- Side Yard - South	0'	0'
- Rear Yard	20'	21'

35' max height

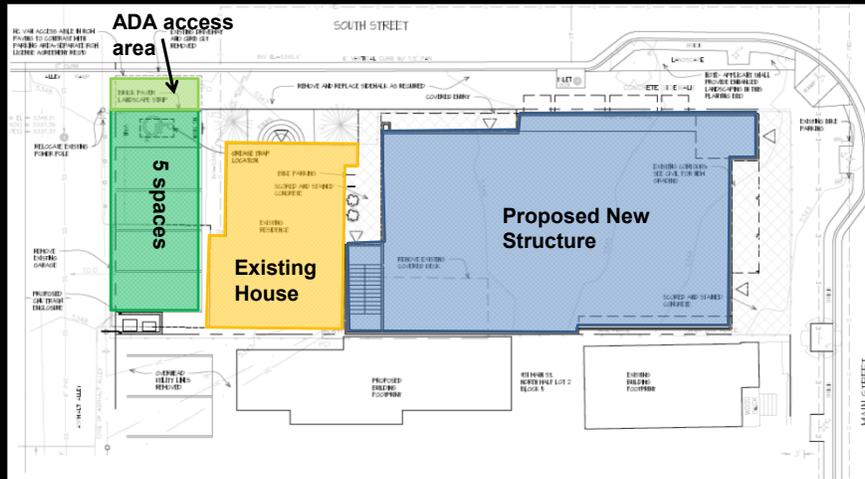


824 South Street – PUD & SRU

With ADA access in ROW
 11 spaces required
 5 spaces provided
 6 spaces fee-in-lieu = \$21,600

With ADA access on property
 11 spaces required
 4 spaces provided
 7 spaces fee-in-lieu = \$25,200

Parking



824 South Street – PUD & SRU

Architecture



824 South Street – PUD & SRU
Architecture

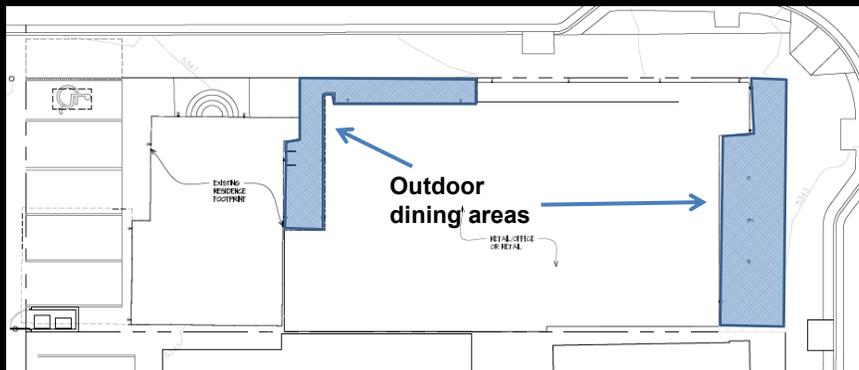


East Elevation



House – North Elevation

824 South Street – PUD & SRU
Special Review Use



**824 South Street – PUD & SRU
Conclusion and Recommendation**

Staff recommends approval of Resolution No. 43, Series 2016, approving a final Planned Unit Development (PUD) plan and special review use (SRU) to allow for the construction of a new building with 5,700 SF of commercial space, the remodel of the existing house, and outdoor sales at 824 South Street, Lot 1, Block 5, Louisville Old Town with one condition:

1. The access area for the handicap parking space shall be moved on to the property if the City determines in the future that the access area unduly restricts the public sidewalk after the project is completed and in use

**SUBJECT: ORDINANCE NO. 1726, SERIES 2016 – AN ORDINANCE OF
THE CITY OF LOUISVILLE, COLORADO AUTHORIZING AND
APPROVING A LEASE PURCHASE FINANCING FOR SOLAR
PANELS WITH ALPINE BANK AND, IN CONNECTION
THEREWITH, CERTAIN RELATED DOCUMENTS AND
TRANSACTIONS – 2nd Reading — Advertised *Daily Camera*
08/07/2016**

DATE: AUGUST 16, 2016

**PRESENTED BY: MALCOLM FLEMING, CITY MANAGER
KURT KOWAR, PUBLIC WORKS DIRECTOR
SAM LIGHT, CITY ATTORNEY**

SUMMARY:

This Ordinance would approve a lease purchase financing agreement with Alpine Bank for solar panels rated to produce 199.555 kW of electrical production in Clean Energy Collective's (CEC) Boulder #2 array. The City Council approved Resolution No. 38, Series 2016 on August 2, 2016 approving a related Capacity Commitment Agreement through which the City agreed to purchase 400 kW of additional electrical production from a CEC solar array. CEC has coordinated the lease purchase agreement and the Capacity Commitment Agreement as a combined proposal.

Staff expects the costs associated with the two agreements to be fully offset with savings accruing over the term of the agreements. Assuming the future cost of electricity increases an average of 2%¹ annually, the costs and savings associated with the combined agreements would break even in 10 years, with a maximum net cost of less than \$4,000 annually during the first four years, and total net savings of about \$280,000 over 20 years. If the future cost of electricity increases more than an average of 2% annually, savings would be greater. Conversely, if the future cost of electricity increases less than 2% annually, the anticipated savings associated with the agreements would be lower or it could actually cost the City somewhat more than not entering these agreements and continuing to buy the same amount of electricity directly from Xcel Energy.

In addition to the financial implications, obtaining a total of 599 kW of electricity from solar generated sources would provide environmental benefits. Based on CEC's calculations, over 20 years the CO2 emissions from 599 kW of solar generated electricity would be 36 million pounds less than the CO2 emissions from electricity

¹The [current projections](#) from the U.S. Energy Information Administration (EIA) indicate electricity prices for Commercial users are likely to increase an average of 2.1% annually through 2040 and electricity prices for all users are likely to increase an average of 2.2% annually through 2040.

generated from fossil fuel sources, which is comparable to the impact on carbon emissions of planting over 56,000 trees.

Background

On July 14, 2015 City Council approved a lease purchase agreement (“Boulder #1”) with Alpine Bank for solar panels supplied by Clean Energy Collective (CEC). That lease purchase covered 145.935 kW of solar capacity and is projected reduce the City’s cost for electricity by more than \$600,000 over 20 years.

Following the Council’s approval of the Boulder #1 lease purchase agreement (named for the location of the PV Solar facility in Boulder County), CEC presented a second proposal to City staff to purchase additional solar electricity capacity in CEC’s Boulder #2 facility. During Council’s September 15, 2015 meeting, Council reviewed a tentative lease purchase agreement with CEC for 198.555 kW of solar electricity capacity, and Council authorized the City Manager, Public Works Director and City Attorney to negotiate the details of the proposed purchase and to make a \$67,502.70 fully refundable deposit with CEC to secure the capacity while staff negotiated the final details of the proposal. Since that time staff has been working with CEC to finalize the details of an agreement. During Council’s July 19, 2016 meeting, staff and CEC representatives reviewed various purchase and lease purchase options. Based on that review, Council directed staff to finalize an agreement for Council consideration. On August 2, 2016 Council approved Resolution No. 38, Series 2016 for the first part of this arrangement, a Capacity Commitment Agreement through which the City agrees to purchase 400 kW of electrical production from a CEC solar array that CEC will be constructing in 2017.

Under the terms of the Capacity Commitment Agreement (CCA), in exchange for committing to purchase the power from CEC, the City will receive bill credits from Xcel Energy. The initial bill credits will be 10% higher than the price of the electricity purchased from CEC. The price of electricity from CEC will increase by 1.90% each year, and the bill credits will change at the same rate Xcel’s rates for electricity change. There is no guaranteed savings from the CCA, but based on the 1.90% per year increase in the CEC price, and based on the projection that future electricity rates will increase 2% annually, for 400 kW of production, the CCA will likely generate savings of about \$135,000 over 20 years when compared with purchasing electricity directly from Xcel.

The proposed lease purchase agreement is for an additional 198.555 kW of capacity in CEC’s Boulder #2 array, at a purchase price of \$675,027, with an origination fee of \$19,973 for a total price of \$695,000. This amount would be financed over 15 years, at an initial interest rate of 4.75% through 2018, then dropping to a rate of 3.75% in October 2019 until the remaining principle is paid off. The City may exercise the purchase option without penalty after four years. Section 12-4 of the City Charter

authorizes the use of lease-purchase financing if approved by non-emergency ordinance. By leasing the capacity, over 20 years the City would incur roughly \$940,000 in lease payments and receive bill credits projected at about \$765,000, and renewable energy credits (REC) projected at about \$315,000 for total net savings of about \$140,000. The bill credits and REC would vary depending on actual electricity rates in effect at the time they are paid. Table A below shows the net impact of the bill credits, REC and savings associated with the lease purchase agreement (\$140,000) and the related CCA (\$135,000) described above. The combined \$275,000 figure reflects rounding.

The figures in Table A reflect the assumption that future electricity rates would increase at a rate of 2% annually and the City does not exercise the purchase option. If future rates increase more than 2% annually, or the City exercises the purchase option, savings would be greater. If future rates increase less than 2% annually, savings would be less. If electricity rates go down, the agreements could cost the City more than continuing to buy electricity directly from Xcel without the lease purchase and CCA.

Table A

FINANCING WITH A 15 YEAR LEASE								
LEASE Terms & Repayment					Capital Deployed			
\$675,027	Purchase Price		Int Rate Yrs 1-5	4.75%	Down Payment	\$0		
\$0	Down Payment	0%	Int Rate Yrs 6-15	3.75%	Net Cash Generated	\$281,175		
			Term (years)	15	Net Gain on Purchase	\$281,175		
\$675,027	Amount to Finance		Yrs 1-5 Mo. Pymt	(\$5,430)				
\$19,973	Origination Fee		Yrs 1-5 Ann. Pymt	(\$65,157)				
\$695,000	Total Financed*		Yrs 6-15 Mo. Pymt	(\$5,146)				
			Yrs 6-15 Ann. Pymt	(\$61,750)				
*additional Legal fees not included								
Panels 651								
Watts 198,555								
Net Purchase Price \$675,027								
ESTIMATED CASH FLOW WITH A 15 YEAR LEASE								
Year	Est. Bill Credits	Est. REC Payments	Est. Total Savings Generated	Lease Payment	PPA Savings	Net Cash Flow	Cumulative Net Cash Flow	Monthly Net Cash Flow
1/4 Months	\$12,352	\$6,183	\$18,536	(\$21,719)	\$0	(\$3,183)	(\$3,183)	(\$265.27)
2	\$37,537	\$18,422	\$55,959	(\$65,157)	\$5,497	(\$3,700)	(\$6,883)	(\$308.33)
3	\$38,022	\$18,294	\$56,317	(\$65,157)	\$5,619	(\$3,221)	(\$10,104)	(\$268.41)
4	\$38,512	\$18,167	\$56,679	(\$65,157)	\$5,742	(\$2,735)	(\$12,840)	(\$227.96)
5	\$39,006	\$18,039	\$57,045	(\$62,318)	\$5,868	\$595	(\$12,244)	\$49.61
6	\$39,504	\$17,911	\$57,415	(\$61,750)	\$5,996	\$1,661	(\$10,583)	\$138.43
7	\$40,007	\$17,783	\$57,790	(\$61,750)	\$6,125	\$2,166	(\$8,417)	\$180.47
8	\$40,514	\$17,655	\$58,169	(\$61,750)	\$6,257	\$2,676	(\$5,741)	\$223.03
9	\$41,025	\$17,528	\$58,553	(\$61,750)	\$6,390	\$3,193	(\$2,548)	\$266.12
10	\$41,541	\$17,400	\$58,940	(\$61,750)	\$6,526	\$3,717	\$1,169	\$309.72
11	\$42,060	\$17,272	\$59,332	(\$61,750)	\$6,664	\$4,246	\$5,415	\$353.85
12	\$42,584	\$17,144	\$59,728	(\$61,750)	\$6,803	\$4,782	\$10,197	\$398.50
13	\$43,112	\$17,017	\$60,129	(\$61,750)	\$6,945	\$5,324	\$15,521	\$443.67
14	\$43,644	\$16,889	\$60,533	(\$61,750)	\$7,089	\$5,872	\$21,394	\$489.35
15	\$44,180	\$16,761	\$60,941	(\$61,750)	\$7,235	\$6,427	\$27,820	\$535.54
16/8 Months	\$44,720	\$16,633	\$61,353	(\$41,167)	\$7,383	\$27,570	\$55,390	\$2,297.51
17	\$45,264	\$16,506	\$61,770	\$0	\$7,533	\$69,303	\$124,693	\$5,775.25
18	\$45,812	\$16,378	\$62,190	\$0	\$7,686	\$69,875	\$194,569	\$5,822.96
19	\$46,364	\$16,250	\$62,614	\$0	\$7,840	\$70,454	\$265,023	\$5,871.15
20	\$0	\$0	\$0	\$0	\$7,997	\$7,997	\$273,019	\$666.40
21	\$0	\$0	\$0	\$0	\$8,155	\$8,155	\$281,175	\$679.62
Total	\$765,761	\$318,232	\$1,083,993	(\$938,170)	\$135,351	\$281,175		

As illustrated in Table A, the likely savings from the CCA (indicated as “PPA Savings” in Table A), and bill credits and REC from the lease purchase agreement would offset the net cost of the lease purchase agreement on the 198.555 kW in slightly less than 10

years. As noted above, the savings are not guaranteed, but anything more a 2% average annual increase in future electricity rates would result in additional savings, and it would take a net drop in electricity rates to significantly offset the overall savings.

To implement these transactions, the City will enter into or be an assignee on a number of related administrative documents including (i) a Solar Production Agreement relating to City purchase of solar output from the CEC array and sale to Xcel; (ii) a Solar Interest Purchase and Sale Agreement and related Panel Purchase Agreement, relating to the option price for exercise of the option to purchase under the lease-purchase; (iii) an Energy Agency Agreement relating to administration of RECs and bill credits and related issues; (iv) a Co-Location Agreement relating to use and operation of the panels at the Boulder #2 array; and (v) subscriber agreements for administration of the Solar*Rewards Community Program. These and related certificates and other documents will be executed administratively in closing these transactions.

FISCAL IMPACT:

The fiscal impact of entering these agreements depend on the assumptions one makes about the likely future rates for electricity. Assuming that future electricity rates increase at 2% per year, the combined lease purchase and Capacity Commitment agreements would generate net savings over twenty years of about \$275,000 when compared with purchasing electricity directly from Xcel. If electricity rates increase more than 2% annually, savings would be greater, and if rates increase less than 2% annually or if the cost of electricity from Xcel goes down, the agreements could cost the City more than continuing to buy electricity directly from Xcel without the lease purchase and Capacity Commitment agreements.

The \$67,502.70 fully refundable deposit with CEC authorized by City Council on September 15, 2015 will be refunded by CEC and applied towards the costs of the lease purchase agreement, or refunded and retained in fund reserves if Council declines to approve the proposed agreements.

RECOMMENDATION:

Approve Ordinance 1726, Series 2016.

ATTACHMENT(S):

1. Ordinance 1726
2. Municipal Lease and Option Agreement, with Amortization Schedules

**ORDINANCE NO. 1726
SERIES 2016**

AN ORDINANCE OF THE CITY OF LOUISVILLE, COLORADO AUTHORIZING AND APPROVING A LEASE PURCHASE FINANCING FOR SOLAR PANELS WITH ALPINE BANK AND, IN CONNECTION THEREWITH, CERTAIN RELATED DOCUMENTS AND TRANSACTIONS

WHEREAS, the City of Louisville, Colorado (“City”) is a home rule municipality and political subdivision of the State of Colorado (the “State”); and

WHEREAS, the City Council of the City (the “Council”) wishes to participate in the Boulder County Community Solar Array #2 with the acquisition of 651 solar panels therein (collectively, the “Project”); and

WHEREAS, to finance the Project, the Council now desires to cause Alpine Bank (the “Bank”) to purchase certain solar panels (the “Leased Property”) and further desires to lease the Leased Property from the Bank, subject to annual appropriation by the Council, with an option to purchase the Leased Property, pursuant to a Lease Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Council is authorized to enter into the Lease to lease from the Bank, with an option to purchase the same, the Bank’s interest in the Leased Property as provided in such Lease, pursuant to Section 12-4 of the City Charter and state law, including C.R.S. § 31-15-801 *et seq.*; and

WHEREAS, the Lease shall expire on December 31 of any City fiscal year (a “Fiscal Year”) if the City has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Rentals Payments (as defined in the Lease), and shall not constitute a mandatory charge or requirement against the City in any ensuing budget year unless the City decides to renew the Lease by appropriating the necessary such amounts; and

WHEREAS, in order to implement the transactions described above, the Council desires (a) to authorize and approve the execution and delivery by the City of, and the performance by the City of its obligations under, the Lease and certain other documents described herein; and (b) to authorize, approve, ratify, make findings and take other actions with respect to the foregoing and related matters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LOUISVILLE, COLORADO:

Section 1. The Council hereby: (a) approves the leasing of the Leased Property from the Bank pursuant to the Lease in exchange for the payment of Rental Payments as provided in the Lease, (b) approves the Lease, which is presented to the Council in connection with the adoption of this Ordinance in substantially final form; (c) authorizes the Mayor of the City, the Mayor Pro Tem, the City Manager, the Deputy City Manager, and the Finance Director, and all other

appropriate officers and employees of the City to execute and deliver the Lease in the form appended hereto with such changes and modifications as are deemed necessary by the City Attorney; and (d) authorizes and directs the performance by the City of its obligations under the Lease in the respective forms in which they are executed and delivered.

Section 2. The Council hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the City set forth in the Lease.

Section 3. The officers, employees and agents of the City are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Ordinance and the documents referred to herein and to carry out the transactions described herein or in such documents, including, without limitation, the execution and delivery of such related agreements, documents and instruments necessary or appropriate to the performance of the Lease and transactions contemplated in connection therewith, and execution and delivery of such certificates as may reasonably be required by the Bank, relating to, among other matters, the absence of litigation, pending or threatened, and expectations and covenants relating to the exclusion from gross income for federal income tax purposes of the portion of Rental Payments which is designated in the Lease as interest, and any actions and the execution and delivery of any documents necessary or convenient to accomplish the conveyance of the Leased Property to, and acquisition of the Leased Property by, the Bank.

Section 4. All actions previously taken by the Council and the officers, employees and agents of the City which are directed toward the transactions described herein or in the documents referred to herein and which are not inconsistent herewith are hereby ratified, approved and confirmed.

Section 5. All bylaws, orders, resolutions, and other instruments, or parts thereof, that are in conflict with this Ordinance are hereby repealed, but only to the extent of such conflict. This repealer shall not be construed to revive any bylaw, order, resolution, or other instrument, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or provision of this Ordinance or any of the documents referred to herein (other than provisions as to the Rental Payments by the City during the Lease term, including the requirement that the obligations of the City to pay Rental Payments under the Lease are conditioned upon the prior appropriation by the City of amounts for such purposes in accordance with the requirements of the laws of the State, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease and provisions for the transfer of the Leased Property to the City or its designee) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. This Ordinance may be amended only with the prior written consent of the Bank.

Section 8. The City's obligations under the Lease shall be annually renewable by the City and expressly subject to annual appropriation by the Council, and such obligations under the

Lease shall not constitute a general obligation of the City or indebtedness within the meaning of the Constitution and laws of the State of Colorado. The Lease does not create a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4(b) of Article X, Section 20 of the Colorado Constitution.

Section 9. The Lease will not cause the City to exceed its spending limits under Section 7, Article X, Section 20 of the Colorado Constitution.

Section 10. It is hereby expressly declared that except as expressly provided in Section 6 hereof, all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 11. This Ordinance shall be in full force and effect thirty (30) days after final publication, following final passage. This Ordinance shall be recorded in a book kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published in accordance with law.

Introduced, read by title, and passed this 2nd day of August 2016 by City Council, City of Louisville, Colorado, signed by the Mayor, and ordered published in full in the Boulder Daily Camera, a newspaper of general circulation in the City of Louisville, Colorado, in accordance with the City Charter.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Light Kelly, P.C.
City Attorney

Introduced, read by title, and passed on second and final reading on the 16th day of August, 2016, signed by the Mayor and ordered published by title in the Boulder Daily Camera, a newspaper of general circulation in the City of Louisville, Colorado, in accordance with the City Charter.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

COMMENCEMENT DATE: _____, 2016

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Alpine Bank and its Successors and Assigns
1777 Wynkoop Street
Denver, CO 80202

LESSEE: The City of Louisville, Colorado
749 Main Street
Louisville, CO, 80027

This Municipal Lease and Option Agreement (this "Agreement") entered into between Alpine Bank and its successors and assigns (the "Lessor"), and the City of Louisville, Colorado (the "Lessee"), a body corporate and politic duly organized and existing under the laws and the Constitution of the State of Colorado (the "State") and the Lessee's charter.

RECITALS:

WHEREAS, the Lessee has previously entered into a Community Solar Interest Purchase and Energy Agency Agreement (the "CEC Agreement") dated as of _____, 2016, set forth as Exhibit F attached to this Agreement, pursuant to which the Lessee is participating in a solar array project in Boulder County, Colorado, which project is described in Exhibit D hereto (the "Solar Project"); and

WHEREAS, to finance the Solar Project, the Lessee desires to assign all right, title and interest in the CEC Agreement (the "Interests") to the Lessor and the Lessee desires to lease the Interests from the Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Lessee is authorized under the constitution and laws of the State to enter into this Agreement; and

WHEREAS, the Lessee has delivered or has caused delivery of the following items to the Lessor: (i) a true and correct copy of Ordinance No. _____, Series 2016 (the "Ordinance"), set forth as Exhibit A attached to this Agreement, (ii) an opinion or opinions of counsel to the Lessee, substantially in the form set forth as Exhibit B attached to this Agreement, with only such changes acceptable to the Lessor, (iii) the certificate of the Lessee set forth as Exhibit C attached to this Agreement, and (iv) all other conditions set forth herein for the entry by the parties hereto have been satisfied;

WHEREAS, the parties herein anticipate that upon execution of this Agreement, Lessor intends to assign its rights and interests under this Agreement to Alpine Bank;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES OF THE LESSEE

Section 1.01. Representations and Warranties of the Lessee. The Lessee represents and warrants, for the benefit of the Lessor and its assignees, as follows:

(a) The Lessee is a public body, corporate and politic, duly organized and existing under the laws and Constitution of the State and the Lessee's charter.

(b) The Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) The Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(d) The Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the Ordinance and further represents, covenants and warrants that all requirements have been met and procedures have occurred, in order to ensure the enforceability of the Agreement, and the Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by the Lessee of the Interests thereunder.

(e) The Interests (as hereinafter defined) will have a useful life in the hands of the Lessee that is in excess of the Lease Term.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"Agreement" means this Municipal Lease and Option Agreement with its Exhibits, which Exhibits are attached hereto and incorporated herein by reference.

"Commencement Date" is the date when the term of this Agreement begins and the Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"Facility" means, together, the two solar farm facilities located in Boulder County, Colorado, which are the subject of the Community Solar Interest Purchase and Energy Agency Agreement dated as of _____, 2016 by and between the Lessor and CEC Solar.

"Interests" means all rights, title and interest in the CEC Agreement including, but not limited to, the rights relating to 651 solar panels at the Facility.

“*Lease Term*” means the period beginning with the Commencement Date and continuing until terminated pursuant to Section 4.01.

“*Purchase Price*” means the amount set forth and so titled in Exhibit E hereto which the Lessee may pay to the Lessor to purchase the Interests as provided under Section 11.01.

“*Rental Payments*” means the basic rental payments payable by the Lessee pursuant to Exhibit E attached to this Agreement.

“*Solar Project Agreements*” means the CEC Agreement and any other related agreements pertaining to the construction, use, operation or maintenance of the Facility.

“*Solar Project*” means the contractual and property rights in the Facility described in Exhibit D and which is the subject of this Agreement, and any and all additions thereto, attachments or accessions thereto and substitutions thereof permitted by this Agreement.

“*State*” means the State of Colorado.

“*Vendor*” means, together, CEC Solar #1025, LLC, which is the seller, builder, and/or supplier of various elements of the Solar Project.

ARTICLE III

LEASE OF INTERESTS

Section 3.01. Lease of Interests. The Lessee hereby assigns the Interests to the Lessor and the Lessor hereby demises, leases and lets to the Lessee, and the Lessee rents, leases and hires from the Lessor, the Interests, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term. Each party hereto acknowledges and represents that to the best of its knowledge, the CEC Agreement is assignable under their terms and is free and clear of all liens and other encumbrances thereon.

Section 3.02. Use of Funds. On the Commencement Date, the Lessor shall wire transfer the amount of \$675,027 to the Lessee (constituting the principal funded of \$695,000.00 minus origination fees of \$19,973) to be applied by the Lessee solely to (a) pay Vendor its contracted cost pursuant to the terms of the CEC Agreement and (b) reimburse the Lessee in an amount not to exceed \$695,000 for its deposit with Vendor with respect to the CEC Agreement.

ARTICLE IV

LEASE TERM

Section 4.01. Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term shall commence as of the Commencement Date and end on September 30, 2031. The Lease Term will terminate upon the first to occur of: (a) the exercise by the Lessee of the option to purchase the Interests under Article XI; (b) the Lessor’s election to terminate this Agreement upon a default under Article XIII; (c) the payment by the Lessee of all sums required to be paid

by the Lessee hereunder; or (d) the occurrence of an Event of Non-appropriation in accordance with Article VI, Section 6.05.

ARTICLE V

ENJOYMENT AND USE OF INTERESTS

Section 5.01. Quiet Enjoyment. The Lessor hereby agrees not to interfere with the Lessee's quiet use and enjoyment of the Facility (to the extent the Lessee has such rights pursuant to the CEC Agreement) or with the Lessee's economic benefit derived from the CEC Agreement so long as no Event of Default has occurred and is continuing. Without limiting the generality of the foregoing, during the Lease Term, the Lessor shall not encumber the Interests in any manner which would interfere with the Lessee's quiet use and enjoyment of the Facility or with the Lessee's economic benefit derived from the CEC Agreement.

Section 5.02. Use of the Interests. During the Lease Term, the Interests will be used by the Lessee only for the purpose set forth in Exhibit C attached to this Agreement or, subject to Article X of this Agreement, performing one or more other governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority; provided, however, the Lessee shall have the right to sublet or allow other uses or users of the Interests to the extent permitted by Section 12.02.

Section 5.03. Right of Inspection. During the Lease Term, the Lessor and its officers, employees and agents shall have all rights of inspection of the Facility to the extent the Lessee has such rights pursuant to the CEC Agreement.

Section 5.04. Disclaimer of Warranties. The Lessor makes no warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Interests or the Facility, or any other warranty with respect thereto, and, as to the Lessor, the Lessee leases the Interests "as is". In no event shall the Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement, or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. Vendors Warranties. To the extent such claims and rights have not been previously asserted, each party to this Agreement may assert claims and rights that the other party may have against any Vendor of any portion of the Facility.

ARTICLE VI

RENTAL PAYMENTS

Section 6.01. Rental Payments. During the Lease Term, the Lessee shall pay Rental Payments, in immediately available funds, in the amounts and on the due dates set forth in Exhibit E attached to this Agreement, to a Lessor designated account at a bank located within the United States of America as directed in writing by the Lessor to the Lessee at least ten business days prior to any such due date. Lessor hereby designates that Rental Payments shall initially be

sent electronically to Alpine Bank, ABA# 102103407, GL Acct# _____ Attn: Matt Teeters Reference: Louisville until otherwise directed by the Lessor or its Assignee. The Lessee shall pay Rental Payments to the Lessor as aforesaid without notice. The obligation of the Lessee to pay Rental Payments hereunder is a current expense of the Lessee and not a debt of the Lessee in contravention of any applicable limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the Lessee. No provision of this Agreement is intended, directly or indirectly, (i) to create an obligation of the Lessee to make any Rental Payment or to pay any other amount hereunder in any fiscal year in excess of moneys appropriated by the Lessee for such purpose in such fiscal year, (ii) to create a debt or multiple fiscal-year direct or indirect debt or other financial obligation whatsoever of the Lessee with the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any constitutional or statutory limitation or provision applicable to this Agreement, (iii) to delegate governmental powers of the Lessee, (iv) to make a loan or to pledge the credit or faith of the Lessee or to make the Lessee responsible for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution, or (v) to make a donation or a grant by the Lessee to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution.

Section 6.02. Interest and Principal Components. A portion of each Rental Payment is paid as interest, and the balance of each Rental Payment is paid as principal. Exhibit E attached to this Agreement sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.03. Rental Payments to be Unconditional. Except as provided in Article IV and this Article VI, the obligations of the Lessee to make Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, notwithstanding any dispute between the Lessee and the Lessor, any Vendor or any other person. The Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

Section 6.04. Continuation of Lease Term by the Lessee. Subject to Sections 6.01 and 6.05, the Lessee intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made.

Section 6.05. Non-appropriation. Notwithstanding any provision of this Agreement to the contrary, (i) payment of Rental Payments and any other amounts by the Lessee under this Agreement will constitute currently appropriated expenditures of the Lessee and may be paid only from legally available funds appropriated by the Lessee for payment thereof; (ii) the Lessee's obligations under this Agreement will be subject to its annual right to terminate this Agreement upon the occurrence of an Event of Non-appropriation; and (iii) the Lessee will be under no obligation to exercise its option to purchase the Interests pursuant to Section 11.01 hereof. An Event of Non-appropriation shall be deemed to have occurred if: (a) on December 31 in any fiscal year of the Lessee, sufficient funds are not appropriated by the Lessee for the Rental Payments due in the ensuing fiscal year, (b) by any date in a fiscal year on which the sum of the Rental Payments and other amounts are due hereunder exceeds the amount that the Lessee has appropriated for the payment thereof and any other lawfully available moneys available for the payment thereof, the Lessee shall have at such time not appropriated additional funds for the

payment of such Rental Payments and other amounts, or (c) an event described in Section 9.01 shall have occurred, the Lessee is required under Section 9.02 to fund costs of any repair, restoration, modification or replacement of the Facility or to purchase the Facility as contemplated thereby, and the Lessee has not appropriated amounts sufficient to meet such requirement by December 31 of the fiscal year in which the deficiency giving rise to such requirement becomes apparent to the Lessee. The Lessee shall promptly deliver notice of the occurrence of an Event of Non-appropriation to the Lessor. Upon the occurrence of an Event of Non-appropriation or an Event of Default, the obligations of the Lessee under this Agreement shall terminate and the Lessor may reclaim possession of the Interests, and, in such event, the Lessee shall within three (3) days of the Event of Non-appropriation (i) peacefully deliver all title and interests in the Interests to the Lessor, and (ii) notify the Vendor and Xcel Energy that ownership rights and electricity production from the CEC Agreement shall be credited to the Lessor from the date of the Event of Non-appropriation.

ARTICLE VII

TITLE TO INTERESTS; LIENS AND ENCUMBRANCES

Section 7.01. Ownership of the Interests. During the term of this Agreement, pursuant to the assignment under Section 3.01, the Interests shall be held in the name of the Lessor, and, except for its leasehold estate therein and subject to its option to acquire the Interests pursuant to Section 11.01, the Lessee shall not have any interest therein.

Section 7.02. Liens and Encumbrances. The Lessee shall promptly discharge any liens placed on the Interests and all additions, attachments, accessions and substitutions thereto, other than those created by the Lessor.

Section 7.03. CEC Agreement. The Lessee hereby agrees that it shall not, without the prior written consent of the Lessor, amend, modify or supplement the CEC Agreement.

ARTICLE VIII

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Facility. The Lessee will enforce on behalf of itself and Lessor, at the Lessee's own cost and expense, all provisions of the Solar Project Agreements to keep the Facility in good repair, working order and condition, to the extent that the Lessee has any such obligations pursuant to the Solar Project Agreements.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Interests is found to be subject to taxation in any form (except for income taxes of the Lessor), government charges or utility charges and expenses, the Lessee will pay all such taxes and charges as they come due. The Lessee shall be responsible for submitting all paperwork with any governmental body or utility company pertaining to the exemption from taxes or utility fees for any portion of the Interests, as deemed appropriate by the Lessee.

Section 8.03. Provisions Regarding Insurance. The Lessor and the Lessee acknowledge that insurance will be provided pursuant to the terms of the CEC Agreement and that all Net Proceeds (defined in Section 9.01) from casualty losses on the Facility pursuant to the Solar Project Agreements shall be applied consistent with the terms of the CEC Agreement.

Section 8.04. Reserved.

Section 8.05. Modifications. Without the prior express written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Interests or the Facility; provided, however, the Lessee may make alterations, modifications or attachments to the Facility, without the consent of the Lessor, if such modifications (i) are consistent with the use of the Lessee's use of the Interests described in Exhibit C hereto, and (ii) the value of the Interests after the completion thereof shall not be less than the value of the Interests prior thereto and, if materially higher, shall not cause the Lessee to breach Article X of this Agreement or to violate Article X, Section 20 or other applicable provisions of the Colorado Constitution.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If (a) the Facility or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Facility or any part thereof is taken under the exercise of the power of eminent domain, the Lessee and the Lessor will cause the Net Proceeds of any insurance claim or condemnation award which is payable to the Lessee or the Lessor to be applied either to the prompt repair, restoration, modification or replacement of the Facility consistent with the terms of the CEC Agreement or, at the Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to the Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, the Lessee, subject to Sections 6.01 and 6.05, shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds (to the extent it is permitted to do so by the Solar Project Agreements), or (b) the Lessee shall pay to the Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by the Lessee. If by December 31 of the fiscal year of the Lessee in which the loss, damage or destruction of the Facility occurred (or December 31 of any subsequent fiscal year of the Lessee during which the insufficiency of Net Proceeds to repair or replace the Facility becomes apparent), the Lessee has not appropriated amounts sufficient to proceed under either clause (a) or (b) of this Section, then an Event of Non-appropriation shall be deemed to have occurred.

ARTICLE X

RESERVED

ARTICLE XI

OPTION TO PURCHASE

Section 11.01. Purchase Rights. Subject to Sections 6.01 and 6.05, the Lessee shall be entitled to purchase the Interests and the 651 solar panels associated with the Interests at any time after _____, 2020:

(a) Upon payment in full of all Rental Payments in accordance with Exhibit E attached to this Agreement and all other amounts due hereunder; or

(b) Provided there is no Event of Default hereunder and upon written notice delivered at least 30 days in advance, the Lessee may purchase the Interests at any time by paying to the Lessor (1) the next Rental Payment then coming due, (2) the Remaining Balance as set forth in Exhibit E, and (3) all other amounts then due hereunder.

Upon the Lessee's exercise of its purchase rights pursuant to this Section 11.01, and Lessee's payment to Lessor of all amounts due pursuant to this Agreement, the Lessor shall execute and deliver to the Lessee, or upon its order, a termination of the assignment set forth in Section 3.01 and all other documents deemed reasonably necessary by the Lessee to effect the assignment, transfer and conveyance of the Interests, free and clear of any liens or encumbrances (other than this Agreement), and the Lessor shall terminate any security interests created by this Agreement. The Lessor shall not be responsible to pay any costs or expenses incurred by the Lessee in connection with its exercise of such purchase option or the closing for the assignment, transfer and conveyance of title and release of any and all such security interests.

Unless the Lessee otherwise provides written notice to the Lessor to the contrary at least thirty days prior to the end of the Lease Term, the Lessee shall be deemed to exercise its option to purchase the Interests upon payment of the final Rental Payment due hereunder as set forth in Exhibit E attached to this Agreement, and the closing for the assignment, transfer and conveyance of the Interests to the Lessee shall occur upon such final payment.

ARTICLE XII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 12.01. Assignment or Sale by the Lessor.

(a) This Agreement, and the obligations of the Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by the Lessor; provided, however, that such assignment shall be limited to institutional investor(s) or accredited investor(s), as defined in the Securities Act of 1933 (including amendments thereto).

Upon any sale, disposition, assignment or reassignment, the Lessee shall be provided with a notice of said assignment.

(b) The Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever that the Lessee may from time to time have against the Lessor or any Vendor. The Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Lessor or assignee to protect its ownership of the Interests and in this Agreement.

(c) The Parties hereto acknowledge that upon execution of this Agreement, Lessor intends to assign its rights and interests under this Agreement to Alpine Bank.

Section 12.02. Sale, Assignment or Subleasing by the Lessee. This Agreement and the leasehold estate of the Lessee in the Interests may not be sold, assigned or encumbered by the Lessee without the prior written consent of the Lessor.

Section 12.03. Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, and subject to Sections 6.01 and 6.05 of this Agreement, the Lessee shall protect, hold harmless and indemnify the Lessor from and against all liability, obligations, losses, claims and/or damages arising out of its ownership of the Interests, including related counsel fees, penalties and interest but excluding any such liability, obligations, losses, claims, damages, counsel fees, penalties or interest resulting from Lessor's intentional or negligent acts. If the Lessee has any pecuniary obligation under this Section 12.03 to indemnify the Lessor, the Lessee shall pay the amount required by such obligation as additional rent to the Lessor upon 30 days written demand, but no later the last day of the fiscal year in which such obligation arises, and payment of any such obligation shall be subject to appropriation by the Lessee of funds sufficient therefor in such fiscal year, with a failure to appropriate sufficient funds causing an Event of Non-appropriation under Section 6.05 hereof.

The Lessor agrees that, upon the receipt of notice of the commencement of any action against it in respect to which indemnity may be sought on account of this Section, it shall promptly give written notice of the commencement thereof to the Lessee, but the omission to do so shall not relieve the Lessee of any liability it may have to the Lessor otherwise than on account of this Section, except to the extent timely notice would have reduced or avoided such liability. In case such notice of any such action shall be so given, the Lessee shall be entitled to participate at its own expense in the defense or, if it so elects, to assume the defense of such action, in which event such defense shall be conducted by counsel chosen by the Lessee, reasonably satisfactory to the Lessor, and shall bear the fees and expenses of such action. The Lessor shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but shall bear the fees and expenses of such counsel, unless (i) the Lessee shall have specifically authorized in writing the retaining of such counsel, in which case the Lessee shall bear the fees and expenses of such counsel; or (ii) the parties to such action include the Lessor and the Lessee and the Lessor reasonably determines that a conflict of interest exists between it and the Lessee in the context of such action, in which case the Lessee shall not be entitled to assume the defense of such action without the prior written consent of the Lessor and, if the Lessor does not consent and engages separate counsel, the Lessee shall bear the fees and

expenses of such separate counsel. The Lessee shall not be liable hereunder for any settlement effected without its prior written consent.

Subject to the foregoing, including without limitation the applicability of Sections 6.01 and 6.05 hereof, the obligations arising under this Section shall survive the termination of this Agreement. To the extent any obligation of the Lessee under this Section 12.03 shall be construed by a court of competent jurisdiction to be a violation of the laws or Constitution of the State, such obligation shall be void.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default. The following constitute “Events of Default” under this Agreement:

(a) failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder when due; or

(b) failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(c) federal or state court proceedings which involve (i) the filing of a petition in bankruptcy by or against the Lessee and the continuance of any such filing unstayed and in effect for a period of 60 consecutive days; (ii) failure by the Lessee to lift within 60 days any execution, garnishment or attachment of such consequence as would impair the ability of the Lessee to carry on its governmental functions; (iii) the entry by the Lessee into an agreement of composition with creditors; (iv) the approval by a court of competent jurisdiction of any adjustment of indebtedness of the Lessee and the continuance of any such order unstayed and in effect for a period of 60 days; or (v) the dissolution or liquidation of the Lessee.

The foregoing provisions of this Section 13.01 are subject to the provisions of Article IV and Article VI hereof (including, but not limited to, Sections 6.01 and 6.05).

Section 13.02. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) Terminate this Agreement and retake possession of the Interests; or

(b) Use, sell, lease, or make other disposition of the Interests for use over a term in a commercially reasonable manner, all for the account of the Lessor; provided

that, subject to Sections 6.01 and 6.05, the Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Interests and unpaid by the Lessee during the current fiscal year, less any amount received under any lease or sublease during same fiscal year; or

(c) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover from the Lessee for the breach thereof; provided, however, a judgment requiring a payment of money by the Lessee shall be limited as set forth in subparagraph (b) above.

The Lessor shall apply the proceeds of any sale, lease, sublease or other disposition of the Interests or other moneys received pursuant to this Section 13.02 in the following manner:

FIRST, to pay the Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, to the date the Lessee relinquishes the Interests, (ii) if the Lessee has duly exercised its option to purchase the Interests pursuant to Section 11.01, the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid) then due, and (iii) any other amounts due hereunder, provided that the Lessee has specifically appropriated moneys to pay such amounts; and

SECOND, to use the remainder of funds as Lessor, in its sole discretion, may decide.

All of the Lessee's right, title and interest in the Interests, the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Non-appropriation, shall terminate immediately upon such repossession.

Section 13.03. Surrender of Interests. Upon an Event of Default, the Lessee agrees to surrender the Interests at the Lessee's sole cost and expense, in the same manner provided in respect of recovery after an Event of Non-appropriation in accordance with Article VI, Section 6.05.

Section 13.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 13.05. Late Charge; Interest on Late Payment. Any Rental Payment not paid by the due date thereof shall bear a late charge on the outstanding amounts due. Any unpaid Rental Payment or other amount payable by the Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price as of the date such unpaid amount becomes overdue plus five full percentage points per annum, or (b) the maximum rate allowed by law.

Section 13.06. Force Majeure. If by reason of force majeure the Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI and Article VIII Section 8.03 hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; act of public enemies, orders or restraints of any kind of

the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; tornados; droughts; floods; or explosions.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 14.02. Governmental Immunity. Notwithstanding any other provisions of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq. (the “Governmental Immunity Act”), Colorado Revised Statutes, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Lessee, its departments, institutions, agencies, boards, officials and employees, is subject to the Governmental Immunity Act and other applicable law.

Section 14.03. Sovereign Powers. Nothing in this Agreement shall be construed as delegating, relinquishing, diminishing or otherwise restricting any of the sovereign powers or immunities of the Lessee. Nothing in this Agreement shall be construed to require the Lessee to use the Interests other than as lessee pursuant to and in accordance with this Agreement, to appropriate funds for the payment of its obligations hereunder, or to exercise its right to purchase the Interests as provided in Section 11.01 hereof.

Section 14.04. Continuing Disclosure. The Lessee covenants and agrees to provide the Lessor audited financial statements of the Lessee within 210 days of the close of the Lessee’s fiscal year and to provide updated information regarding the Lessee that was initially provided the Lessor in order to persuade the Lessor to enter into this Agreement. In regards to any outstanding bonds, notes, certificates, capital leases (including this Agreement), or other obligation of the Lessee, the Lessee shall promptly notify the Lessor of (a) a delinquency or default of the payment of principal or interest or non-monetary default, (b) unscheduled draws of a debt service reserve funds or credit enhancement (c) a substitution of a credit provider or its failure to perform, (d) the modification of the rights of holders of the Lessee’s debt, (e) debt redemption or defeasance, (f) the release, sale or substitution of collateral securing the repayment of its debt, and (g) a change in the Lessee’s published credit ratings. In addition, during the period this Agreement is in force, the Lessee will annually provide the Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of the Lessee to continue this Agreement as may be reasonably requested by the Lessor or its assignee.

Section 14.05. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 14.06. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.07. Amendments. All amendments hereto must be in writing and executed and delivered by the respective parties hereto.

Section 14.08. Execution in Counterparts. This Agreement may be executed in several counterparts.

Section 14.09. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.10. Captions. The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.11. Entire Agreement. This Agreement constitutes the entire agreement between the Lessor and the Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, specified herein regarding this Agreement or the Interests leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by the Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on the Lessor and will not apply to this Agreement. The Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Lessor has executed this Agreement in its corporate name, and the Lessee has caused this Agreement to be executed in its corporate name, attested by its duly authorized officers. All of the above occurred as of the date first written on the heading hereof.

LESSEE: THE CITY OF LOUISVILLE,
COLORADO

Attest:

By: _____
Title: _____, Mayor

By: _____
Title: _____, City Clerk

Approved as to form:

By: _____, City Attorney

LESSOR: ALPINE BANK

By: _____
Title: President

[Signature page to the Municipal Lease and Option Agreement]

EXHIBIT A
AUTHORIZING ORDINANCE

EXHIBIT B
OPINION OF SPECIAL COUNSEL TO THE CITY OF LOUISVILLE

EXHIBIT C

CERTIFICATE OF LESSEE

I, _____, am a duly authorized representative and acting Clerk of the City of Louisville. Under that certain Municipal Lease and Option Agreement dated _____, 2016 with _____ as the Lessor (the "Agreement"), I hereby certify as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I have custody of the records of the Lessee, and the following officer of the Lessee is duly appointed, holds the office set forth opposite his name, and the signature opposite his name is true and correct. Where required, his signature has been filed with the appropriate officials of the State, and such individual has the authority to enter into the Agreement on behalf of the Lessee:

<u>Name</u>	<u>Title/Office</u>	<u>Signature</u>
	City Manager	_____
	Finance Director	_____

B. ESSENTIAL USE:

1. The Lessee will use the Interests for the governmental purpose of gaining electricity credits to provide electricity to public buildings used by the Lessee to run its operations and conduct governmental business.

2. The use of electricity is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Interests are expected to be used by the Lessee for a period in excess of the Lease Term.

C. CERTIFICATE OF APPROPRIATIONS:

1. Monies for all rental payments to be made under the Lease for the fiscal year ending December 31, 2016, are available from unexhausted and unencumbered appropriations and/or funds within the Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those rental payments that may come due under the Agreement in such fiscal year.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ____
day of _____, 2016.

City Clerk

EXHIBIT D

DESCRIPTION OF THE SOLAR PROJECT

The City has entered into the CEC Agreement to finance the acquisition of electric generating capacity and actual electric production of 651 solar panels located in Community Solar Array #2, 1600 South 66th Street, Boulder, Colorado, resulting in energy credits from its utility provider, Public Service Company of Colorado d/b/a Xcel Energy, for power generated by the solar panels in connection with providing electricity to public buildings used by the City to conduct its governmental business.

EXHIBIT E

Rental Payments and Optional Purchase Price
Municipal Lease Dated _____, 2016
(based on a taxable interest rate of 4.75%)

(attached)

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$695,000.00	10-01-2016	09-30-2031		08A / 500	CAA8740	315	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 80027-1829

Lender: Alpine Bank, A Colorado Banking Corporation
P. O. BOX 10,000
Glenwood Springs, CO 81602
(800) 551-8098

Disbursement Date: October 1, 2016
Interest Rate: 4.750

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	10-31-2016	5,428.88	2,751.04	2,677.84	692,322.16
2	11-30-2016	5,428.88	2,740.44	2,688.44	689,633.72
3	12-31-2016	5,428.88	2,820.79	2,608.09	687,025.63
2016 TOTALS:		16,286.64	8,312.27	7,974.37	
4	01-31-2017	5,428.88	2,810.13	2,618.75	684,406.88
5	02-28-2017	5,428.88	2,528.50	2,900.38	681,506.50
6	03-31-2017	5,428.88	2,787.55	2,641.33	678,865.17
7	04-30-2017	5,428.88	2,687.17	2,741.71	676,123.46
8	05-31-2017	5,428.88	2,765.53	2,663.35	673,460.11
9	06-30-2017	5,428.88	2,665.78	2,763.10	670,697.01
10	07-31-2017	5,428.88	2,743.34	2,685.54	668,011.47
11	08-31-2017	5,428.88	2,732.35	2,696.53	665,314.94
12	09-30-2017	5,428.88	2,633.54	2,795.34	662,519.60
13	10-31-2017	5,428.88	2,709.89	2,718.99	659,800.61
14	11-30-2017	5,428.88	2,611.71	2,817.17	656,983.44
15	12-31-2017	5,428.88	2,687.24	2,741.64	654,241.80
2017 TOTALS:		65,146.56	32,362.73	32,783.83	
16	01-31-2018	5,428.88	2,676.03	2,752.85	651,488.95
17	02-28-2018	5,428.88	2,406.89	3,021.99	648,466.96
18	03-31-2018	5,428.88	2,652.41	2,776.47	645,690.49
19	04-30-2018	5,428.88	2,555.86	2,873.02	642,817.47
20	05-31-2018	5,428.88	2,629.30	2,799.58	640,017.89
21	06-30-2018	5,428.88	2,533.40	2,895.48	637,122.41
22	07-31-2018	5,428.88	2,606.01	2,822.87	634,299.54
23	08-31-2018	5,428.88	2,594.46	2,834.42	631,465.12
24	09-30-2018	5,428.88	2,499.55	2,929.33	628,535.79
25	10-31-2018	5,428.88	2,570.89	2,857.99	625,677.80
26	11-30-2018	5,428.88	2,476.64	2,952.24	622,725.56
27	12-31-2018	5,428.88	2,547.12	2,881.76	619,843.80
2018 TOTALS:		65,146.56	30,748.56	34,398.00	
28	01-31-2019	5,428.88	2,535.33	2,893.55	616,950.25
29	02-28-2019	5,428.88	2,279.29	3,149.59	613,800.66
30	03-31-2019	5,428.88	2,510.62	2,918.26	610,882.40
31	04-30-2019	5,428.88	2,418.08	3,010.80	607,871.60
32	05-31-2019	5,428.88	2,486.36	2,942.52	604,929.08
33	06-30-2019	5,428.88	2,394.51	3,034.37	601,894.71
34	07-31-2019	5,428.88	2,461.92	2,966.96	598,927.75
35	08-31-2019	5,428.88	2,449.78	2,979.10	595,948.65
36	09-30-2019	5,428.88	2,358.96	3,069.92	592,878.73
37	10-31-2019	5,428.88	2,425.04	3,003.84	589,874.89
38	11-30-2019	5,428.88	2,334.92	3,093.96	586,780.93
39	12-31-2019	5,428.88	2,400.10	3,028.78	583,752.15
2019 TOTALS:		65,146.56	29,054.91	36,091.65	
40	01-31-2020	5,428.88	2,387.71	3,041.17	580,710.98
41	02-29-2020	5,428.88	2,145.40	3,283.48	577,427.50
42	03-31-2020	5,428.88	2,361.84	3,067.04	574,360.46
43	04-30-2020	5,428.88	2,273.51	3,155.37	571,205.09
44	05-31-2020	5,428.88	2,336.39	3,092.49	568,112.60
45	06-30-2020	5,428.88	2,248.78	3,180.10	564,932.50
46	07-31-2020	5,428.88	2,310.73	3,118.15	561,814.35
47	08-31-2020	5,428.88	2,297.98	3,130.90	558,683.45
48	09-30-2020	5,428.88	2,211.46	3,217.42	555,466.03
49	10-31-2020	5,428.88	2,272.01	3,156.87	552,309.16
50	11-30-2020	5,428.88	2,186.22	3,242.66	549,066.50
51	12-31-2020	5,428.88	2,245.83	3,183.05	545,883.45

**AMORTIZATION SCHEDULE
(Continued)**

2020 TOTALS:		65,146.56	27,277.88	37,868.70	
52	01-31-2021	5,428.88	2,232.81	3,196.07	542,687.38
53	02-28-2021	5,428.88	2,004.93	3,423.95	539,263.43
54	03-31-2021	5,428.88	2,205.74	3,223.14	536,040.29
55	04-30-2021	5,428.88	2,121.83	3,307.05	532,733.24
56	05-31-2021	5,428.88	2,179.03	3,249.85	529,483.39
57	06-30-2021	5,428.88	2,095.87	3,333.01	526,150.38
58	07-31-2021	5,428.88	2,152.10	3,276.78	522,873.60
59	08-31-2021	5,428.88	2,138.70	3,290.18	519,583.42
60	09-30-2021	5,428.88	2,056.68	3,372.20	516,211.22
61	10-31-2021	5,428.88	2,111.45	3,317.43	512,893.79
62	11-30-2021	5,428.88	2,030.20	3,398.68	509,495.11
63	12-31-2021	5,428.88	2,083.98	3,344.90	506,150.21
2021 TOTALS:		65,146.56	25,413.32	39,733.24	
64	01-31-2022	5,428.88	2,070.29	3,358.59	502,791.62
65	02-28-2022	5,428.88	1,857.54	3,571.34	499,220.28
66	03-31-2022	5,428.88	2,041.95	3,386.93	495,833.35
67	04-30-2022	5,428.88	1,962.67	3,466.21	492,367.14
68	05-31-2022	5,428.88	2,013.92	3,414.96	488,952.18
69	06-30-2022	5,428.88	1,935.44	3,493.44	485,458.74
70	07-31-2022	5,428.88	1,985.66	3,443.22	482,015.52
71	08-31-2022	5,428.88	1,971.58	3,457.30	478,558.22
72	09-30-2022	5,428.88	1,894.29	3,534.59	475,023.63
73	10-31-2022	5,428.88	1,942.98	3,485.90	471,537.73
74	11-30-2022	5,428.88	1,866.50	3,562.38	467,975.35
75	12-31-2022	5,428.88	1,914.15	3,514.73	464,460.62
2022 TOTALS:		65,146.56	23,456.97	41,689.59	
76	01-31-2023	5,428.88	1,899.77	3,529.11	460,931.51
77	02-28-2023	5,428.88	1,702.89	3,725.99	457,205.52
78	03-31-2023	5,428.88	1,870.10	3,558.78	453,646.74
79	04-30-2023	5,428.88	1,795.69	3,633.19	450,013.55
80	05-31-2023	5,428.88	1,840.68	3,588.20	446,425.35
81	06-30-2023	5,428.88	1,767.10	3,661.78	442,763.57
82	07-31-2023	5,428.88	1,811.03	3,617.85	439,145.72
83	08-31-2023	5,428.88	1,796.23	3,632.65	435,513.07
84	09-30-2023	5,428.88	1,723.91	3,704.97	431,808.10
85	10-31-2023	5,428.88	1,766.22	3,662.66	428,145.44
86	11-30-2023	5,428.88	1,694.74	3,734.14	424,411.30
87	12-31-2023	5,428.88	1,735.96	3,692.92	420,718.38
2023 TOTALS:		65,146.56	21,404.32	43,742.24	
88	01-31-2024	5,428.88	1,720.86	3,708.02	417,010.36
89	02-29-2024	5,428.88	1,540.62	3,888.26	413,122.10
90	03-31-2024	5,428.88	1,689.78	3,739.10	409,383.00
91	04-30-2024	5,428.88	1,620.47	3,808.41	405,574.59
92	05-31-2024	5,428.88	1,658.91	3,769.97	401,804.62
93	06-30-2024	5,428.88	1,590.48	3,838.40	397,966.22
94	07-31-2024	5,428.88	1,627.79	3,801.09	394,165.13
95	08-31-2024	5,428.88	1,612.24	3,816.64	390,348.49
96	09-30-2024	5,428.88	1,545.13	3,883.75	386,464.74
97	10-31-2024	5,428.88	1,580.75	3,848.13	382,616.61
98	11-30-2024	5,428.88	1,514.52	3,914.36	378,702.25
99	12-31-2024	5,428.88	1,549.00	3,879.88	374,822.37
2024 TOTALS:		65,146.56	19,250.55	45,896.01	
100	01-31-2025	5,428.88	1,533.13	3,895.75	370,926.62
101	02-28-2025	5,428.88	1,370.37	4,058.51	366,868.11
102	03-31-2025	5,428.88	1,500.59	3,928.29	362,939.82
103	04-30-2025	5,428.88	1,436.64	3,992.24	358,947.58
104	05-31-2025	5,428.88	1,468.20	3,960.68	354,986.90
105	06-30-2025	5,428.88	1,405.16	4,023.72	350,963.18
106	07-31-2025	5,428.88	1,435.54	3,993.34	346,969.84
107	08-31-2025	5,428.88	1,419.20	4,009.68	342,960.16
108	09-30-2025	5,428.88	1,357.55	4,071.33	338,888.83
109	10-31-2025	5,428.88	1,386.15	4,042.73	334,846.10
110	11-30-2025	5,428.88	1,325.43	4,103.45	330,742.65
111	12-31-2025	5,428.88	1,352.83	4,076.05	326,666.60
2025 TOTALS:		65,146.56	16,990.79	48,155.77	
112	01-31-2026	5,428.88	1,336.16	4,092.72	322,573.88
113	02-28-2026	5,428.88	1,191.73	4,237.15	318,336.73
114	03-31-2026	5,428.88	1,302.09	4,126.79	314,209.94
115	04-30-2026	5,428.88	1,243.75	4,185.13	310,024.81

**AMORTIZATION SCHEDULE
(Continued)**

116	05-31-2026	5,428.88	1,268.09	4,160.79	305,864.02
117	06-30-2026	5,428.88	1,210.71	4,218.17	301,645.85
118	07-31-2026	5,428.88	1,233.82	4,195.06	297,450.79
119	08-31-2026	5,428.88	1,216.66	4,212.22	293,238.57
120	09-30-2026	5,428.88	1,160.74	4,268.14	288,970.43
121	10-31-2026	5,428.88	1,181.97	4,246.91	284,723.52
122	11-30-2026	5,428.88	1,127.03	4,301.85	280,421.67
123	12-31-2026	5,428.88	1,147.00	4,281.88	276,139.79
2026 TOTALS:		65,146.56	14,619.75	50,526.81	
124	01-31-2027	5,428.88	1,129.49	4,299.39	271,840.40
125	02-28-2027	5,428.88	1,004.30	4,424.58	267,415.82
126	03-31-2027	5,428.88	1,093.80	4,335.08	263,080.74
127	04-30-2027	5,428.88	1,041.36	4,387.52	258,693.22
128	05-31-2027	5,428.88	1,058.13	4,370.75	254,322.47
129	06-30-2027	5,428.88	1,006.69	4,422.19	249,900.28
130	07-31-2027	5,428.88	1,022.16	4,406.72	245,493.56
131	08-31-2027	5,428.88	1,004.14	4,424.74	241,068.82
132	09-30-2027	5,428.88	954.23	4,474.65	236,594.17
133	10-31-2027	5,428.88	967.74	4,461.14	232,133.03
134	11-30-2027	5,428.88	918.86	4,510.02	227,623.01
135	12-31-2027	5,428.88	931.04	4,497.84	223,125.17
2027 TOTALS:		65,146.56	12,131.94	53,014.62	
136	01-31-2028	5,428.88	912.64	4,516.24	218,608.93
137	02-29-2028	5,428.88	807.64	4,621.24	213,987.69
138	03-31-2028	5,428.88	875.27	4,553.61	209,434.08
139	04-30-2028	5,428.88	829.01	4,599.87	204,834.21
140	05-31-2028	5,428.88	837.83	4,591.05	200,243.16
141	06-30-2028	5,428.88	792.63	4,636.25	195,606.91
142	07-31-2028	5,428.88	800.09	4,628.79	190,978.12
143	08-31-2028	5,428.88	781.15	4,647.73	186,330.39
144	09-30-2028	5,428.88	737.56	4,691.32	181,639.07
145	10-31-2028	5,428.88	742.95	4,685.93	176,953.14
146	11-30-2028	5,428.88	700.44	4,728.44	172,224.70
147	12-31-2028	5,428.88	704.45	4,724.43	167,500.27
2028 TOTALS:		65,146.56	9,521.66	55,624.90	
148	01-31-2029	5,428.88	685.12	4,743.76	162,756.51
149	02-28-2029	5,428.88	601.29	4,827.59	157,928.92
150	03-31-2029	5,428.88	645.97	4,782.91	153,146.01
151	04-30-2029	5,428.88	606.20	4,822.68	148,323.33
152	05-31-2029	5,428.88	606.68	4,822.20	143,501.13
153	06-30-2029	5,428.88	568.03	4,860.85	138,640.28
154	07-31-2029	5,428.88	567.08	4,861.80	133,778.48
155	08-31-2029	5,428.88	547.19	4,881.69	128,896.79
156	09-30-2029	5,428.88	510.22	4,918.66	123,978.13
157	10-31-2029	5,428.88	507.10	4,921.78	119,056.35
158	11-30-2029	5,428.88	471.26	4,957.62	114,098.73
159	12-31-2029	5,428.88	466.70	4,962.18	109,136.55
2029 TOTALS:		65,146.56	6,782.84	58,363.72	
160	01-31-2030	5,428.88	446.40	4,982.48	104,154.07
161	02-28-2030	5,428.88	384.79	5,044.09	99,109.98
162	03-31-2030	5,428.88	405.39	5,023.49	94,086.49
163	04-30-2030	5,428.88	372.43	5,056.45	89,030.04
164	05-31-2030	5,428.88	364.16	5,064.72	83,965.32
165	06-30-2030	5,428.88	332.36	5,096.52	78,868.80
166	07-31-2030	5,428.88	322.60	5,106.28	73,762.52
167	08-31-2030	5,428.88	301.71	5,127.17	68,635.35
168	09-30-2030	5,428.88	271.68	5,157.20	63,478.15
169	10-31-2030	5,428.88	259.64	5,169.24	58,308.91
170	11-30-2030	5,428.88	230.81	5,198.07	53,110.84
171	12-31-2030	5,428.88	217.24	5,211.64	47,899.20
2030 TOTALS:		65,146.56	3,909.21	61,237.35	
172	01-31-2031	5,428.88	195.92	5,232.96	42,666.24
173	02-28-2031	5,428.88	157.63	5,271.25	37,394.99
174	03-31-2031	5,428.88	152.96	5,275.92	32,119.07
175	04-30-2031	5,428.88	127.14	5,301.74	26,817.33
176	05-31-2031	5,428.88	109.69	5,319.19	21,498.14
177	06-30-2031	5,428.88	85.10	5,343.78	16,154.36
178	07-31-2031	5,428.88	66.08	5,362.80	10,791.56
179	08-31-2031	5,428.88	44.14	5,384.74	5,406.82
180	09-30-2031	5,428.88	22.06	5,406.82	0.00

**AMORTIZATION SCHEDULE
(Continued)**

2031 TOTALS:	48,859.92	960.72	47,899.20
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TOTALS:	977,198.40	282,198.40	695,000.00
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NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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AMORTIZATION SCHEDULE

Principal \$695,000.00	Loan Date 10-01-2016	Maturity 09-30-2021	Loan No	Call / Coll 045 / 90D	Account CAA8740	Officer 315	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 80027-1829

Lender: Alpine Bank, A Colorado Banking Corporation
P. O. BOX 10,000
Glenwood Springs, CO 81602
(800) 551-6098

Disbursement Date: October 1, 2016

Repayment Schedule: Irregular
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Interest Rate	Payment Amount	Interest Paid	Principal Paid	Balance
1	10-31-2016	4.750	5,428.88	2,751.04	2,677.84	692,322.16
2	11-30-2016	4.750	5,428.88	2,740.44	2,688.44	689,633.72
3	12-31-2016	4.750	5,428.88	2,820.79	2,608.09	687,025.63
2016 TOTALS:			16,286.64	8,312.27	7,974.37	
4	01-31-2017	4.750	5,428.88	2,810.13	2,618.75	684,406.88
5	02-28-2017	4.750	5,428.88	2,528.50	2,900.38	681,506.50
6	03-31-2017	4.750	5,428.88	2,787.55	2,641.33	678,865.17
7	04-30-2017	4.750	5,428.88	2,687.17	2,741.71	676,123.46
8	05-31-2017	4.750	5,428.88	2,765.53	2,663.35	673,460.11
9	06-30-2017	4.750	5,428.88	2,665.78	2,763.10	670,697.01
10	07-31-2017	4.750	5,428.88	2,743.34	2,685.54	668,011.47
11	08-31-2017	4.750	5,428.88	2,732.35	2,696.53	665,314.94
12	09-30-2017	4.750	5,428.88	2,633.54	2,795.34	662,519.60
13	10-31-2017	4.750	5,428.88	2,709.89	2,718.99	659,800.61
14	11-30-2017	4.750	5,428.88	2,611.71	2,817.17	658,983.44
15	12-31-2017	4.750	5,428.88	2,687.24	2,741.64	654,241.80
2017 TOTALS:			65,146.56	32,362.73	32,783.83	
16	01-31-2018	4.750	5,428.88	2,676.03	2,752.85	651,488.95
17	02-28-2018	4.750	5,428.88	2,406.89	3,021.99	648,466.96
18	03-31-2018	4.750	5,428.88	2,652.41	2,776.47	645,690.49
19	04-30-2018	4.750	5,428.88	2,555.86	2,873.02	642,817.47
20	05-31-2018	4.750	5,428.88	2,629.30	2,799.58	640,017.89
21	06-30-2018	4.750	5,428.88	2,533.40	2,895.48	637,122.41
22	07-31-2018	4.750	5,428.88	2,606.01	2,822.87	634,299.54
23	08-31-2018	4.750	5,428.88	2,594.46	2,834.42	631,465.12
24	09-30-2018	4.750	5,428.88	2,499.55	2,929.33	628,535.79
25	10-31-2018	4.750	5,428.88	2,570.89	2,857.99	625,677.80
26	11-30-2018	4.750	5,428.88	2,476.64	2,952.24	622,725.56
27	12-31-2018	4.750	5,428.88	2,547.12	2,881.76	619,843.80
2018 TOTALS:			65,146.56	30,748.56	34,398.00	
28	01-31-2019	4.750	5,428.88	2,535.33	2,893.55	616,950.25
29	02-28-2019	4.750	5,428.88	2,279.29	3,149.59	613,800.66
30	03-31-2019	4.750	5,428.88	2,510.82	2,918.26	610,882.40
31	04-30-2019	4.750	5,428.88	2,418.08	3,010.80	607,871.60
32	05-31-2019	4.750	5,428.88	2,486.36	2,942.52	604,929.08
33	06-30-2019	4.750	5,428.88	2,394.51	3,034.37	601,894.71
34	07-31-2019	4.750	5,428.88	2,461.92	2,966.96	598,927.75
35	08-31-2019	4.750	5,428.88	2,449.78	2,979.10	595,948.65
36	09-30-2019	4.750	5,428.88	2,358.96	3,069.92	592,878.73
37	10-31-2019	4.750	5,428.88	2,425.04	3,003.84	589,874.89
38	11-30-2019	4.750	5,428.88	2,334.92	3,093.96	586,780.93
39	12-31-2019	4.750	5,428.88	2,400.10	3,028.78	583,752.15
2019 TOTALS:			65,146.56	29,054.91	36,091.65	
40	01-31-2020	4.750	5,428.88	2,387.71	3,041.17	580,710.98
41	02-29-2020	4.750	5,428.88	2,145.40	3,283.48	577,427.50
42	03-31-2020	4.750	5,428.88	2,361.84	3,067.04	574,360.46
43	04-30-2020	4.750	5,428.88	2,273.51	3,155.37	571,205.09
44	05-31-2020	4.750	5,428.88	2,336.39	3,092.49	568,112.60
45	06-30-2020	4.750	5,428.88	2,248.78	3,180.10	564,932.50
46	07-31-2020	4.750	5,428.88	2,310.73	3,118.15	561,814.35
47	08-31-2020	4.750	5,428.88	2,297.98	3,130.90	558,683.45
48	09-30-2020	4.750	5,428.88	2,211.46	3,217.42	555,466.03
49	10-31-2020	3.750	5,155.75	1,793.89	3,362.06	552,103.97
50	11-30-2020	3.750	5,155.75	1,725.32	3,430.43	548,673.54
51	12-31-2020	3.750	5,155.75	1,771.76	3,383.99	545,289.55

**AMORTIZATION SCHEDULE
(Continued)**

2020 TOTALS:			64,327.17	25,864.57	38,462.60	
52	01-31-2021	3.750	5,155.75	1,760.83	3,394.92	541,894.63
53	02-28-2021	3.750	5,155.75	1,580.53	3,575.22	538,319.41
54	03-31-2021	3.750	5,155.75	1,738.32	3,417.43	534,901.98
55	04-30-2021	3.750	5,155.75	1,671.57	3,484.18	531,417.80
56	05-31-2021	3.750	5,155.75	1,716.04	3,439.71	527,978.09
57	06-30-2021	3.750	5,155.75	1,649.93	3,505.82	524,472.27
58	07-31-2021	3.750	5,155.75	1,693.61	3,462.14	521,010.13
59	08-31-2021	3.750	5,155.75	1,682.43	3,473.32	517,536.81
60	09-30-2021	3.750	5,155.75	1,617.30	3,538.45	513,998.36
61	10-31-2021	3.750	5,155.75	1,659.79	3,495.96	510,502.40
62	11-30-2021	3.750	5,155.75	1,595.32	3,560.43	506,941.97
63	12-31-2021	3.750	5,155.75	1,637.00	3,518.75	503,423.22
2021 TOTALS:			61,869.00	20,002.67	41,866.33	
64	01-31-2022	3.750	5,155.75	1,625.64	3,530.11	499,893.11
65	02-28-2022	3.750	5,155.75	1,458.02	3,697.73	496,195.38
66	03-31-2022	3.750	5,155.75	1,602.30	3,553.45	492,641.93
67	04-30-2022	3.750	5,155.75	1,539.51	3,616.24	489,025.69
68	05-31-2022	3.750	5,155.75	1,579.15	3,576.60	485,449.09
69	06-30-2022	3.750	5,155.75	1,517.03	3,638.72	481,810.37
70	07-31-2022	3.750	5,155.75	1,555.85	3,599.90	478,210.47
71	08-31-2022	3.750	5,155.75	1,544.22	3,611.53	474,598.94
72	09-30-2022	3.750	5,155.75	1,483.12	3,672.63	470,926.31
73	10-31-2022	3.750	5,155.75	1,520.70	3,635.05	467,291.26
74	11-30-2022	3.750	5,155.75	1,460.29	3,695.46	463,595.80
75	12-31-2022	3.750	5,155.75	1,497.03	3,658.72	459,937.08
2022 TOTALS:			61,869.00	18,382.86	43,486.14	
76	01-31-2023	3.750	5,155.75	1,485.21	3,670.54	456,266.54
77	02-28-2023	3.750	5,155.75	1,330.78	3,824.97	452,441.57
78	03-31-2023	3.750	5,155.75	1,461.01	3,694.74	448,746.83
79	04-30-2023	3.750	5,155.75	1,402.33	3,753.42	444,993.41
80	05-31-2023	3.750	5,155.75	1,436.96	3,718.79	441,274.62
81	06-30-2023	3.750	5,155.75	1,378.98	3,776.77	437,497.85
82	07-31-2023	3.750	5,155.75	1,412.75	3,743.00	433,754.85
83	08-31-2023	3.750	5,155.75	1,400.67	3,755.08	429,999.77
84	09-30-2023	3.750	5,155.75	1,343.75	3,812.00	426,187.77
85	10-31-2023	3.750	5,155.75	1,376.23	3,779.52	422,408.25
86	11-30-2023	3.750	5,155.75	1,320.03	3,835.72	418,572.53
87	12-31-2023	3.750	5,155.75	1,351.64	3,804.11	414,768.42
2023 TOTALS:			61,869.00	16,700.34	45,168.86	
88	01-31-2024	3.750	5,155.75	1,339.36	3,816.39	410,952.03
89	02-29-2024	3.750	5,155.75	1,198.61	3,957.14	406,994.89
90	03-31-2024	3.750	5,155.75	1,314.25	3,841.50	403,153.39
91	04-30-2024	3.750	5,155.75	1,259.85	3,895.90	399,257.49
92	05-31-2024	3.750	5,155.75	1,289.27	3,866.48	395,391.01
93	06-30-2024	3.750	5,155.75	1,235.60	3,920.15	391,470.86
94	07-31-2024	3.750	5,155.75	1,264.12	3,891.63	387,579.23
95	08-31-2024	3.750	5,155.75	1,251.56	3,904.19	383,675.04
96	09-30-2024	3.750	5,155.75	1,198.98	3,956.77	379,718.27
97	10-31-2024	3.750	5,155.75	1,226.17	3,929.58	375,788.69
98	11-30-2024	3.750	5,155.75	1,174.34	3,981.41	371,807.28
99	12-31-2024	3.750	5,155.75	1,200.63	3,955.12	367,852.16
2024 TOTALS:			61,869.00	14,952.74	46,916.26	
100	01-31-2025	3.750	5,155.75	1,187.86	3,967.89	363,884.27
101	02-28-2025	3.750	5,155.75	1,061.33	4,094.42	359,789.85
102	03-31-2025	3.750	5,155.75	1,161.82	3,993.93	355,795.92
103	04-30-2025	3.750	5,155.75	1,111.86	4,043.89	351,752.03
104	05-31-2025	3.750	5,155.75	1,135.87	4,019.88	347,732.15
105	06-30-2025	3.750	5,155.75	1,086.66	4,069.09	343,663.06
106	07-31-2025	3.750	5,155.75	1,109.75	4,046.00	339,617.06
107	08-31-2025	3.750	5,155.75	1,096.68	4,059.07	335,557.99
108	09-30-2025	3.750	5,155.75	1,048.62	4,107.13	331,450.86
109	10-31-2025	3.750	5,155.75	1,070.31	4,085.44	327,365.42
110	11-30-2025	3.750	5,155.75	1,023.02	4,132.73	323,232.69
111	12-31-2025	3.750	5,155.75	1,043.77	4,111.98	319,120.71
2025 TOTALS:			61,869.00	13,137.55	48,731.45	
112	01-31-2026	3.750	5,155.75	1,030.49	4,125.26	314,995.45
113	02-28-2026	3.750	5,155.75	918.74	4,237.01	310,758.44
114	03-31-2026	3.750	5,155.75	1,003.49	4,152.26	306,606.18
115	04-30-2026	3.750	5,155.75	958.14	4,197.61	302,408.57

**AMORTIZATION SCHEDULE
(Continued)**

116	05-31-2026	3,750	5,155.75	976.53	4,179.22	298,229.35
117	06-30-2026	3,750	5,155.75	931.97	4,223.78	294,005.57
118	07-31-2026	3,750	5,155.75	949.39	4,206.36	289,799.21
119	08-31-2026	3,750	5,155.75	935.81	4,219.94	285,579.27
120	09-30-2026	3,750	5,155.75	892.44	4,263.31	281,315.96
121	10-31-2026	3,750	5,155.75	908.42	4,247.33	277,068.63
122	11-30-2026	3,750	5,155.75	865.84	4,289.91	272,778.72
123	12-31-2026	3,750	5,155.75	880.85	4,274.90	268,503.82
2026 TOTALS:			61,869.00	11,252.11	50,616.89	
124	01-31-2027	3,750	5,155.75	867.04	4,288.71	264,215.11
125	02-28-2027	3,750	5,155.75	770.63	4,385.12	259,829.99
126	03-31-2027	3,750	5,155.75	839.03	4,316.72	255,513.27
127	04-30-2027	3,750	5,155.75	798.48	4,357.27	251,156.00
128	05-31-2027	3,750	5,155.75	811.02	4,344.73	246,811.27
129	06-30-2027	3,750	5,155.75	771.29	4,384.46	242,426.81
130	07-31-2027	3,750	5,155.75	782.84	4,372.91	238,053.90
131	08-31-2027	3,750	5,155.75	768.72	4,387.03	233,666.87
132	09-30-2027	3,750	5,155.75	730.21	4,425.54	229,241.33
133	10-31-2027	3,750	5,155.75	740.26	4,415.49	224,825.84
134	11-30-2027	3,750	5,155.75	702.58	4,453.17	220,372.67
135	12-31-2027	3,750	5,155.75	711.62	4,444.13	215,928.54
2027 TOTALS:			61,869.00	9,293.72	52,575.28	
136	01-31-2028	3,750	5,155.75	697.27	4,458.48	211,470.06
137	02-29-2028	3,750	5,155.75	618.79	4,538.98	206,931.10
138	03-31-2028	3,750	5,155.75	668.22	4,487.53	202,443.57
139	04-30-2028	3,750	5,155.75	632.64	4,523.11	197,920.46
140	05-31-2028	3,750	5,155.75	639.12	4,516.63	193,403.83
141	06-30-2028	3,750	5,155.75	604.39	4,551.36	188,852.47
142	07-31-2028	3,750	5,155.75	609.84	4,545.91	184,306.56
143	08-31-2028	3,750	5,155.75	595.16	4,560.59	179,745.97
144	09-30-2028	3,750	5,155.75	561.71	4,594.04	175,151.93
145	10-31-2028	3,750	5,155.75	565.59	4,590.16	170,561.77
146	11-30-2028	3,750	5,155.75	533.01	4,622.74	165,939.03
147	12-31-2028	3,750	5,155.75	535.84	4,619.91	161,319.12
2028 TOTALS:			61,869.00	7,259.58	54,609.42	
148	01-31-2029	3,750	5,155.75	520.93	4,634.82	156,684.30
149	02-28-2029	3,750	5,155.75	457.00	4,698.75	151,985.55
150	03-31-2029	3,750	5,155.75	490.79	4,664.96	147,320.59
151	04-30-2029	3,750	5,155.75	460.38	4,695.37	142,625.22
152	05-31-2029	3,750	5,155.75	460.56	4,695.19	137,930.03
153	06-30-2029	3,750	5,155.75	431.03	4,724.72	133,205.31
154	07-31-2029	3,750	5,155.75	430.14	4,725.81	128,479.70
155	08-31-2029	3,750	5,155.75	414.88	4,740.87	123,738.83
156	09-30-2029	3,750	5,155.75	386.68	4,769.07	118,969.76
157	10-31-2029	3,750	5,155.75	384.17	4,771.58	114,198.18
158	11-30-2029	3,750	5,155.75	356.87	4,798.88	109,399.30
159	12-31-2029	3,750	5,155.75	353.27	4,802.48	104,596.82
2029 TOTALS:			61,869.00	5,146.70	56,722.30	
160	01-31-2030	3,750	5,155.75	337.76	4,817.99	99,778.83
161	02-28-2030	3,750	5,155.75	291.02	4,864.73	94,914.10
162	03-31-2030	3,750	5,155.75	306.49	4,849.26	90,064.84
163	04-30-2030	3,750	5,155.75	281.45	4,874.30	85,190.54
164	05-31-2030	3,750	5,155.75	275.09	4,880.66	80,309.88
165	06-30-2030	3,750	5,155.75	250.97	4,904.78	75,405.10
166	07-31-2030	3,750	5,155.75	243.50	4,912.25	70,492.85
167	08-31-2030	3,750	5,155.75	227.63	4,928.12	65,564.73
168	09-30-2030	3,750	5,155.75	204.89	4,950.86	60,613.87
169	10-31-2030	3,750	5,155.75	195.73	4,960.02	55,653.85
170	11-30-2030	3,750	5,155.75	173.92	4,981.83	50,672.02
171	12-31-2030	3,750	5,155.75	163.63	4,992.12	45,679.90
2030 TOTALS:			61,869.00	2,952.08	58,916.92	
172	01-31-2031	3,750	5,155.75	147.51	5,008.24	40,671.66
173	02-28-2031	3,750	5,155.75	118.63	5,037.12	35,634.54
174	03-31-2031	3,750	5,155.75	115.07	5,040.68	30,593.86
175	04-30-2031	3,750	5,155.75	95.81	5,060.14	25,533.72
176	05-31-2031	3,750	5,155.75	82.45	5,073.30	20,460.42
177	06-30-2031	3,750	5,155.75	63.94	5,091.81	15,368.61
178	07-31-2031	3,750	5,155.75	49.63	5,106.12	10,262.49
179	08-31-2031	3,750	5,155.75	33.14	5,122.61	5,139.88
180	09-30-2031	3,750	5,155.94	16.06	5,139.88	0.00

**AMORTIZATION SCHEDULE
(Continued)**

2031 TOTALS:	46,401.94	722.04	45,679.90
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TOTALS:	941,145.43	246,145.43	695,000.00
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NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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EXHIBIT F
CEC AGREEMENT

SOLAR INTEREST PURCHASE AND SALE AGREEMENT

1. Alteration of Terms Not Permitted. The purchase of the Solar Interest hereunder shall manifest Purchaser's consent to these terms and conditions. All sales are final. No amendment, termination or waiver of any term or condition shall be binding on Seller unless in writing and signed by Seller's duly authorized representative. Terms not defined in the body of this Agreement shall have the meanings given to them in Appendix B attached hereto.

2. Solar Interest, Purchase Price and Purchase Option.

2.1 *Solar Interest.* Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the entire electric generating capacity as such capacity is set forth on Appendix A (the "Capacity") along with the actual electric production attributable to the Capacity (the "Customer Output"), calculated as set forth in Appendix B, for the Term (collectively, the "Solar Interest"). The Capacity represents the percentage of the total nameplate electric generating capacity of the Facility as set forth on Appendix A as Customer Portion. The parties intend for this purchase to qualify as the acquisition of a Photovoltaic Energy Subscription as that term is defined in the Program.

2.2 *Purchase Price for Solar Interest.* Purchaser agrees to pay Seller under this Agreement, the total amount of [675,027.00](the "Purchase Price") for the Solar Interest under this Agreement, payable in full on or before the Effective Date.

2.3 *Sale of Energy and Environmental Attributes.* Purchaser has appointed Seller and its Affiliates as Purchaser's sole, exclusive, and authorized agent to deliver, assign, transfer, and sell all of the Customer Output to Utility under the terms and conditions of that certain Energy Agency Agreement between Seller and Purchaser (or its Affiliate) dated on or about the date hereof (the "Energy Agency Agreement").

2.4 *Effect of Termination of Program by Utility.* In the event Utility ceases to offer the Program or a comparable substitute, then the parties shall use commercially reasonable efforts to explore and consider alternative means by which Purchaser may realize value from the Solar Interest. If the parties agree to a different arrangement, such arrangement will be documented in a new agreement. If the parties are unable to so agree, then Purchaser (or its permitted assignee) may exercise the Purchase Option as set forth in Section 2.5 of this Agreement, provided that in no event shall such Purchase Option be exercisable at any time prior to the expiration of the fifth anniversary of the Interconnection Date. Subject to the Purchase Option right, this Agreement will terminate on the date when Utility ceases to offer bill credits or other payments to Purchaser in respect of the Solar Interest.

2.5 *Grant of Purchase Option.* Upon (a) any date during the Term after the fifth (5th) anniversary of the Interconnection Date or (b) the last day of the Term, or (c) giving notice within ninety (90) days after the date Utility ceases to offer the Program or a comparable substitute as provided in Section 2.4 of this Agreement, in each case, so long as Purchaser (or its permitted assignee) is not in default of this Agreement and this Agreement has not been terminated (such applicable date as set forth in Sections 2.5(a) through (c), the "Exercise Date"), Purchaser (or its permitted assignee) may purchase the solar panels upon which the Solar Interest is based, on an AS IS BASIS from Seller for the Purchase Option Price as set forth in Section 2.6, plus any applicable sales, excise or similar taxes (the "Purchase Option"). Purchaser (or its permitted assignee) must give Seller at least thirty (30) days, but no more than ninety (90) days, prior written notice of its election to exercise the Purchase Option. Upon payment of the Purchase Option Price and execution of the agreements referenced in Section 2.7, Seller will convey ownership of such panels to Purchaser in accordance with a Panel Purchase Agreement substantially in the form attached hereto as Appendix D.

2.6 *Purchase Option Price.* The price for exercising the purchase option (the "Purchase Option Price") shall be (a) the fair market value of the panels as of the Exercise Date, minus (b) the product

of (i) the fraction obtained by dividing the number of years remaining in the Term by twenty (20) and (ii) the Purchase Price; however, in no event shall the Purchase Option Price be less than \$1.00. If the parties cannot agree to a fair market value, the parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the fair market value of the panels. Such appraiser shall act reasonably and in good faith to determine the fair market value of the panels on an installed basis and shall set forth such determination in a written opinion delivered to the parties. The valuation made by the appraiser shall be binding upon the parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the parties equally. Notwithstanding any other provision of this Agreement to the contrary, in the event Purchaser (or its permitted assignee) has elected to purchase the panels before the fair market value is finally determined, then Purchaser (or its permitted assignee) shall have the right to withdraw such election without liability or obligation to Seller within thirty (30) days after the date upon which Purchaser (or its permitted assignee) receives notice of the final determination of such fair market value.

2.7 *Execution Co-Location Agreement at Time of Purchase.* The parties agree that at such time as the Purchase Option shall be exercised in accordance with this Agreement, Seller shall offer Purchaser a Co-Location Agreement substantially in the form as attached hereto as Exhibit E hereto.

2.8 *Removal or Sale of Panels.* Following exercise of the Purchase Option, Purchaser (or its permitted assignee) may request Seller to remove Purchaser's (or its permitted assignee's) panels from the Facility. Purchaser (or its permitted assignee) shall be required to pay all costs of removal as determined by Seller in its sole discretion, including but not limited to any required modifications to the Facility to accommodate such removal, in advance of Seller performing any such work. Upon completion of such removal, this Agreement shall terminate. Purchaser (or its permitted assignee) may also sell Purchaser's (or its permitted assignee's) panels, to the extent permitted by law, to another Utility customer who qualifies for participation in the Program and in compliance with all of the requirements and procedures of the Energy Agency Agreement (pertaining to the transfer of the Solar Interest).

3. Purchaser Representations, Warranties and Covenants.

Purchaser represents, warrants, and covenants to Seller as follows:

(a) Purchaser has not assigned or sold the Solar Interest, Capacity, Customer Output or Environmental Attributes to any other person or entity, and will not do so during the Term, except as permitted under Section 7.2 hereof. Purchaser has not provided any other person or entity any of the authority granted to Seller and its Affiliates under this Agreement (except as provided in the Energy Agency Agreement) and will not do so during the Term.

(b) Purchaser has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Solar Interest, Capacity, Customer Output or Environmental Attributes and will not do so during the Term.

4. Taxes.

If with respect to the Purchase Price set forth in Section 2.6, the Purchaser claims exemption from any associated duty or tax, Purchaser shall furnish an appropriate exemption certificate to Seller at the time of sale. Purchaser has reviewed with Purchaser's own tax advisors the federal, state, local and foreign tax consequences of the purchase and use of the Panels. Purchaser is relying solely on such advisors and not on any statements or representations of Seller or any of its agents.

5. No Warranty.

Purchaser acknowledges that neither Seller nor any Affiliate of Seller has made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by Utility as bill credits.

6. Survival; Indemnification.

6.1 Survival. All representations, warranties and covenants of Purchaser in these terms and conditions shall survive the closing of this transaction.

6.2 Indemnity. Purchaser shall indemnify, hold harmless and defend Seller, its officers, managers, members, employees, agents, affiliates and successors and assigns from all liabilities, damages, claims, penalties and/or actions of any kind, including but not limited to the recapture of investment tax credits, arising as a result of the breach of any representation, warranty or covenant made by Purchaser in these terms and conditions.

7. Miscellaneous.

7.1 Assignment by Seller. Provided that Seller remains responsible for the ultimate performance of Seller's obligations under this Agreement, Seller may assign any of its rights, duties, or obligations under this Agreement to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without Purchaser's prior written consent.

7.2 Assignment by Purchaser and Rights of the City of Louisville. Purchaser may not assign or transfer this Agreement except as provided in this Section 7.2.

(a) It is acknowledged that Purchaser has leased the Solar Interest to the City of Louisville in accordance with that certain City of Louisville Lease Purchase Agreement and, in connection therewith, has assigned the rights and obligations of Purchaser under this Agreement to the City of Louisville. Subject to the receipt of a written acknowledgement from the City of Louisville of such assignment and agreement to become the Purchaser under this Agreement, Seller hereby consents to such assignment and agrees that the City of Louisville shall be entitled to enforce the provisions hereof against Seller without any further consent, action or direction of the Purchaser. Purchaser shall make no other assignment of this Agreement without the prior written consent of Seller.

(b) Except as provided in Section 7.2(c) hereof, in the event that the City of Louisville Lease Purchase Agreement shall be terminated for any reason, this Agreement shall be automatically terminated as of the date which Seller receives notice of such termination. Purchaser agrees to provide Seller with prompt notice of any such termination. In the event of such termination, Seller shall enter into a new Solar Interest Purchase and Sale Agreement with Purchaser in substantially similar form to this Agreement promptly after receipt of such notice from Purchaser.

(c) In the event that the City of Louisville exercises the Purchase Option Right in accordance with Section 2.5 hereof, this Agreement shall continue in full force and effect with regard to the City of Louisville, and Seller and the City of Louisville shall enter into the Panel Purchase Agreement substantially in the form attached hereto as Appendix D and the Co-Location Agreement substantially in the form attached hereto as Appendix E. The parties and their permitted successors and assigns agree that in no event shall the Purchase Option be exercisable by Purchaser or the City of Louisville or any other permitted assign at any time prior to the Exercise Date.

7.3 Waiver. The failure or forbearance of either party at any time to enforce these terms or conditions will not constitute a waiver as to any subsequent required performance or obligation of the other party.

7.4 Arbitration. Each party agrees to submit any and all disputes concerning this transaction, if not resolved between the parties, to binding arbitration under one (1) neutral, independent, and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association; provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably

waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator. The prevailing party shall also be entitled to all costs and attorney's fees incurred by the prevailing party in any judicial proceeding to enforce the arbitrator's decision, including any costs and fees on appeal.

7.5 Governing Law. These terms and conditions will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado, without reference to its rules relating to choice of law to the contrary.

7.6 Severability. If any part of these terms and conditions is found to be void or unenforceable, the provisions shall be severable and those provisions which are lawful shall remain in full force and effect.

7.7 Entire Agreement. These terms and conditions along with the Energy Agency Agreement constitute the entire agreement, and supersede any and all prior agreements between Seller and Purchaser with respect to the subject matter hereof.

7.8 Modification and Waiver; Counterparts. This Agreement may be modified, or any provision waived, only by a written instrument signed by both parties. An electronic acceptance, or signature delivered by facsimile, pdf or an electronic reproduction will be deemed an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

PURCHASER

By: _____
Name: _____
Title: _____
Company: Alpine Bank
Address: 1807 Medicine Bow Court
Silt, CO 81652
Phone: 970-384-3257

SELLER

By: _____
Name: Paul Spencer
Title: Authorized Representative
CEC Solar #1025, LLC
361 Centennial Parkway
Suite #300
Louisville, CO 80027

APPENDIX A

Purchaser and Facility Information

APPENDIX A

Upon the assignment of the Energy Agency Agreement from Alpine Bank to the City of Louisville, the Customer Information shall be as follows:

Customer Information

Customer Name(s): City of Louisville, Colorado
Customer's Location: 7000 Marshall, H20, Road, Louisville, CO 80027
Customer's Mailing Address: 749 Main Street, Louisville, CO 80027
Initial Meter# for Crediting: 60290469
Tel: 303-335-4532
Fax: malcolmf@louisvilleco.gov Mesa
Email:
Facility Company Name: CEC Solar #1025, LLC
Facility Name: Boulder County Community Solar Array 2
Facility Location: 1600 South 66th Street, Boulder, CO 80303
Capacity purchased by Customer: 180.865 kW
Estimated initial annual amount of Customer Output ("Estimated initial Annual Production"): 290,778 kWh
Customer Portion: 36.180598%
Effective Date: 30th day of September, 2016
Interconnection Date: 5/29/2015

Panels:

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Row: 6 Run: 2 Col: 60 - 160306140409161260532261 305
Row: 7 Run: 2 Col: 18 - 160306140406161260222474 305
Row: 7 Run: 1 Col: 15 - 160306140406161260222910 305
Row: 5 Run: 1 Col: 25 - 160306140409161260531953 305
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Row: 7 Run: 1 Col: 6 - 160306140406161260222675 305
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Row: 8 Run: 1 Col: 72 - 160306140406161260221838 305
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Row: 7 Run: 1 Col: 22 - 160306140406161260222517 305
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Row: 8 Run: 1 Col: 27 - 160306140406161260221334 305
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Row: 6 Run: 2 Col: 7 - 160306140406161260221573 305
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Row: 5 Run: 2 Col: 36 - 160306140410161260670338 305
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Row: 8 Run: 1 Col: 52 - 160306140406161260221290 305
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Row: 7 Run: 2 Col: 24 - 160306140406161260222753 305
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Row: 6 Run: 2 Col: 66 - 160306140410161260670148 305
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Row: 6 Run: 2 Col: 74 - 160306140406161260221407 305
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Row: 6 Run: 1 Col: 55 - 160306140410161260670114 305
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Row: 7 Run: 2 Col: 11 - 160306140406161260222402 305
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Row: 5 Run: 2 Col: 77 - 160306140406161260221445 305
Row: 6 Run: 2 Col: 57 - 160306140409161260532183 305
Row: 5 Run: 2 Col: 67 - 160306140410161260670344 305

Customer Information

Customer Name(s): City of Louisville, Colorado
Customer's Location: 2000 Washington Avenue, Louisville, CO 80027
Customer's Mailing Address: 749 Main Street, Louisville, CO 80027
Initial Meter # for Crediting: 60290470-2
Tel: 303-335-4532
Fax: malcolmf@louisvilleco.gov Mesa
Email: CEC Solar #1025, LLC
Facility Company Name: Boulder County Community Solar Array 2
Facility Name: 1600 South 66th Street, Boulder, CO 80303
Facility Location: 7.015 kW
Capacity purchased by Customer: 11,278 kWh
Estimated initial annual amount of Customer Output ("Estimated initial Annual Production"): 1.403295%
Customer Portion: 30th day of September, 2016
Effective Date: 5/29/2015
Interconnection Date:

Panels:

160306140410161260670276 305
160306140409161260532113 305
160306140409161260532185 305
160306140410161260670450 305
160306140410161260670320 305
160306140410161260670457 305
160306140410161260670799 305
160306140410161260670772 305
160306140410161260670623 305
160306140410161260670588 305
160306140410161260670745 305
160306140410161260670705 305
160306140410161260670563 305
160306140410161260670521 305
160306140410161260670715 305
160306140409161260532013 305
160306140410161260670145 305
160306140409161260532202 305
160306140410161260670737 305
160306140410161260670794 305
160306140410161260670547 305
160306140410161260670054 305
160306140410161260670755 305

Panel Location:

facility map can be found at

www.coloradocommunitysolar.com/facilitymaps.aspx?facilityID=xcel11

Row: 9 Run: 1 Col: 20 - 160306140410161260670276 305
Row: 9 Run: 2 Col: 26 - 160306140409161260532113 305
Row: 9 Run: 2 Col: 24 - 160306140409161260532185 305
Row: 9 Run: 1 Col: 23 - 160306140410161260670450 305
Row: 9 Run: 2 Col: 30 - 160306140410161260670320 305
Row: 9 Run: 1 Col: 28 - 160306140410161260670457 305
Row: 9 Run: 1 Col: 24 - 160306140410161260670799 305
Row: 9 Run: 2 Col: 27 - 160306140410161260670772 305
Row: 9 Run: 1 Col: 27 - 160306140410161260670623 305
Row: 9 Run: 1 Col: 30 - 160306140410161260670588 305
Row: 9 Run: 1 Col: 25 - 160306140410161260670745 305
Row: 9 Run: 1 Col: 26 - 160306140410161260670705 305
Row: 9 Run: 2 Col: 23 - 160306140410161260670563 305
Row: 9 Run: 1 Col: 21 - 160306140410161260670521 305
Row: 9 Run: 2 Col: 28 - 160306140410161260670715 305
Row: 9 Run: 2 Col: 22 - 160306140409161260532013 305
Row: 9 Run: 2 Col: 20 - 160306140410161260670145 305

Row: 9 Run: 2 Col: 25 - 160306140409161260532202 305
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Row: 9 Run: 1 Col: 31 - 160306140410161260670794 305
Row: 9 Run: 1 Col: 22 - 160306140410161260670547 305
Row: 9 Run: 2 Col: 21 - 160306140410161260670054 305
Row: 9 Run: 1 Col: 29 - 160306140410161260670755 305

Customer Information

Customer Name(s): City of Louisville, Colorado
Customer's Location: 1000 N. McCaslin Blvd., Louisville, CO 80027
Customer's Mailing Address: 749 Main Street, Louisville, CO 80027
Initial Meter # for Crediting: 35877629
Tel: 303-335-4532
Fax: malcolmf@louisvilleco.gov Mesa
Email: CEC Solar #1025, LLC
Facility Company Name: Boulder County Community Solar Array 2
Facility Name: 1600 South 66th Street, Boulder, CO 80303
Facility Location: 10.675 kW
Capacity purchased by Customer: 17,162 kWh
Estimated initial annual amount of Customer Output ("Estimated initial Annual Production"): 2.135448%
Customer Portion: 30th day of September, 2016
Effective Date: 5/29/2015
Interconnection Date:

Panels:

160306140406161260222598 305
160306140409161260532006 305
160306140409161260532260 305
160306140410161260670314 305
160306140409161260532133 305
160306140406161260222795 305
160306140409161260531980 305
160306140409161260531758 305
160306140406161260222553 305
160306140409161260532062 305
160306140410161260670523 305
160306140410161260670351 305
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160306140409161260531969 305
160306140410161260670560 305
160306140409161260532000 305
160306140406161260222594 305
160306140406161260222201 305
160306140410161260670301 305
160306140406161260222233 305
160306140409161260532227 305
160306140406161260222595 305
160306140410161260670175 305
160306140409161260532025 305
160306140409161260532161 305
160306140406161260222433 305
160306140406161260222094 305
160306140406161260222560 305
160306140406161260222869 305
160306140410161260670438 305

Panel Location:

facility map can be found at
www.coloradocommunitysolar.com/facilitymaps.aspx?facilityID=xcel11

Row: 4 Run: 2 Col: 69 - 160306140406161260222598 305
Row: 4 Run: 1 Col: 68 - 160306140409161260532006 305
Row: 4 Run: 1 Col: 65 - 160306140409161260532260 305
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Row: 4 Run: 2 Col: 67 - 160306140409161260531758 305
Row: 4 Run: 1 Col: 75 - 160306140406161260222553 305
Row: 4 Run: 1 Col: 66 - 160306140409161260532062 305
Row: 5 Run: 2 Col: 3 - 160306140410161260670523 305
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Row: 4 Run: 2 Col: 65 - 160306140409161260532148 305
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Row: 4 Run: 2 Col: 68 - 160306140406161260222600 305
Row: 5 Run: 1 Col: 2 - 160306140409161260532355 305
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Row: 4 Run: 1 Col: 70 - 160306140409161260532000 305
Row: 4 Run: 1 Col: 74 - 160306140406161260222594 305
Row: 4 Run: 2 Col: 73 - 160306140406161260222201 305
Row: 4 Run: 2 Col: 77 - 160306140410161260670301 305
Row: 4 Run: 1 Col: 71 - 160306140406161260222233 305
Row: 4 Run: 2 Col: 66 - 160306140409161260532227 305
Row: 4 Run: 1 Col: 76 - 160306140406161260222595 305
Row: 4 Run: 2 Col: 75 - 160306140410161260670175 305
Row: 4 Run: 1 Col: 69 - 160306140409161260532025 305
Row: 5 Run: 2 Col: 2 - 160306140409161260532161 305
Row: 4 Run: 2 Col: 70 - 160306140406161260222433 305
Row: 4 Run: 1 Col: 72 - 160306140406161260222094 305
Row: 4 Run: 1 Col: 77 - 160306140406161260222560 305
Row: 4 Run: 2 Col: 72 - 160306140406161260222869 305
Row: 4 Run: 2 Col: 63 - 160306140410161260670438 305

APPENDIX B

Definitions

Capitalized terms used in the Agreement are defined as follows unless defined in the body of the Agreement.

“Affiliate” means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

“Customer Output” equals Customer Portion times Output for any applicable time period.

“Customer Portion” means the fraction or percentage obtained by dividing (i) the Capacity by (ii) the total nameplate generating capacity of all panels at the Facility.

“Effective Date” means the date set forth on Appendix A.

“Environmental Attributes” means the full set of environmental, power source and emissions characteristics, whether in the form of credits (including Renewable Energy Credits), benefits, emissions reductions, offsets, allowances or by any other designation, attributable to the Capacity and Customer Output. Environmental Attributes include but are not limited to (1) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change as of the effective date of this agreement, or otherwise under Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere, (2) any avoided emissions of sulfur oxides (S_{ox}), nitrogen oxides (N_{ox}) and carbon monoxide (CO), and of any other pollutant of the air, soil or water (other than GHGs) that is now regulated under law, including as part of any renewable portfolio standard, or tradable under any registration or trading program; and (3) the right of the Utility and/or another third party as the owner or prospective owner of Environmental Attributes to report the ownership of accumulated Environmental Attributes to any agency, authority or other party, including without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present domestic, international or foreign Law, renewable portfolio standard or registration or trading program. One (1) MWh of energy output is assumed to be the equivalent to one unit of Environmental Attributes, subject to applicable law, standards, or trading program requirements. Environmental Attributes do not include: (i) any energy, capacity, reliability or other power attributes from the Panels or the Facility; (ii) production tax credits associated with the construction or operation of the energy projects and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation; or (iii) fuel-related subsidies or “tipping fees” that may be paid to accept or dispose of certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

“Exercise Date” has the meaning set forth in Section 2.5.

“Facility” means a community solar garden, as that term is defined in the Program, constructed by Seller or its Affiliate at the location set forth in Appendix A.

“Interconnection Date” means [May 29, 2015].

“Output” means the actual generating output of the Facility that is delivered to Utility as measured by the Utility’s meter for any applicable time period. Output is net of any electricity consumed at the Facility.

“Program” means the Solar*Rewards Community program currently offered by Utility pursuant to the terms of a Rate Schedule found at Colo. PUC No. 7 Electric, Sheet Nos. 94 through 94G, as may be amended from time-to-time.

“Term” has the meaning set forth in the Energy Agency Agreement.

“Utility” means Public Service Company of Colorado d/b/a Xcel.

APPENDIX D

Panel Purchase Agreement

See attached.

APPENDIX E

Co-Location Agreement

See attached.

PANEL PURCHASE AGREEMENT

1. **Alteration of Terms Not Permitted.** The purchase of solar panels (“*Panels*”) under this Panel Purchase Agreement (the “*Agreement*”) shall manifest Purchaser’s consent to these terms and conditions. All sales are final. No amendment, termination or waiver of any term or condition shall be binding on Seller unless in writing and signed by Seller’s duly authorized representative.

2. **Purchase Price.** Purchaser and Seller have agreed that the Purchase Option Price, as calculated pursuant to Section 2.6 of the Solar Interest Purchase and Sale Agreement, is \$[675,027.00]. Concurrently with the execution of this Agreement, Customer is remitting to Seller the Purchase Option Price in payment for the Panels described in Appendix A of the Solar Interest Purchase Agreement, comprising a total nameplate capacity of [198,555] Watts.

3. **Purchaser Representations, Warranties and Covenants.**

Purchaser represents, warrants, and covenants to Seller that Purchaser acknowledges the original use of the Panels did not begin with Purchaser, and therefore Purchaser is not eligible for tax credits under sections 25, 45 or 48 of the IRC, or payments under Section 1603.

4. **Taxes.**

Except as otherwise provided by law, all sales, excise and similar taxes or duties that Seller may be required to pay or collect with respect to the Panels shall be the responsibility of Purchaser. Where Purchaser claims exemption from duty or tax, Purchaser shall furnish an appropriate exemption certificate to Seller at the time of sale. Purchaser has reviewed with Purchaser’s own tax advisors the federal, state, local and foreign tax consequences of the purchase and use of the Panels. Purchaser is relying solely on such advisors and not on any statements or representations of Seller or any of its agents.

5. **Warranty.**

As between Seller and Purchaser, the Panels are being sold to Purchaser on an “As-Is” basis. The Panels are only entitled to the benefits of such warranties, if any, as are made in writing by the manufacturer of the Panels, receipt of which is hereby acknowledged by Purchaser. To make a claim under the manufacturer’s warranty, Purchaser shall follow the instructions and procedures set forth in the manufacturer’s warranty. Purchaser understands and agrees that consideration of the warranty claim and any warranty remedy shall be the sole responsibility of the manufacturer, not of Seller.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE MANUFACTURER’S WARRANTY. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PANELS PURCHASED OR ACQUIRED HEREUNDER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE; AND (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE) OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

6. **Survival; Indemnification.**

6.1 **Survival.** All representations, warranties and covenants of Purchaser in these terms and conditions shall survive the closing of this transaction.

6.2 **Indemnity.** Purchaser shall indemnify, hold harmless and defend Seller, its officers, managers, members, employees, agents, affiliates and successors and assigns from all liabilities, damages,

claims, penalties and/or actions of any kind, including but not limited to the recapture of payments under Section 1603, arising as a result of the breach of any representation, warranty or covenant made by Purchaser in these terms and conditions.

7. **Miscellaneous.**

7.1 **Assignment.** These terms and conditions bind and inure to the benefit of the successors and assigns of Purchaser and Seller. Purchaser may not assign any right or interest under these terms and conditions, nor delegate the performance of any of its obligations, without Seller's prior written consent.

7.2 **Waiver.** The failure or forbearance of either party at any time to enforce these terms or conditions will not constitute a waiver as to any subsequent required performance or obligation of the other party.

7.3 **Arbitration.** Each party agrees to submit any and all disputes concerning this transaction, if not resolved between the parties, to binding arbitration under one (1) neutral, independent, and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association; provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator. The prevailing party shall also be entitled to all costs and attorney's fees incurred by the prevailing party in any judicial proceeding to enforce the arbitrator's decision, including any costs and fees on appeal.

7.4 **Governing Law.** These terms and conditions will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado, without reference to its rules relating to choice of law to the contrary.

7.5 **Severability.** If any part of these terms and conditions is found to be void or unenforceable, the provisions shall be severable and those provisions which are lawful shall remain in full force and effect.

7.6 **Entire Agreement.** These terms and conditions constitute the entire agreement, and supersede any and all prior agreements between Seller and Purchaser with respect to the subject matter hereof.

7.7 **Modification and Waiver; Counterparts.** This Agreement may be modified, or any provision waived, only by a written instrument signed by both parties. An electronic acceptance, or signature delivered by facsimile, pdf or an electronic reproduction will be deemed an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

PURCHASER

By: _____
Name: _____
Title: _____
Company: City of Louisville
Address: 749 Main Street
Louisville, CO 80027

Phone: _____

SELLER

By: _____
Name: _____
Title: _____
CEC Solar #1025, LLC
361 Centennial Parkway
Suite #300
Louisville, CO 80027

BY SIGNATURE OF PURCHASER

**SUBJECT: ORDINANCE NO. 1727, SERIES 2016 – AN ORDINANCE
AMENDING SECTIONS 13.08.040 AND 13.08.180 AND SECTION
13.12.020 OF THE LOUISVILLE MUNICIPAL CODE REGARDING
WATER SERVICE REGULATIONS AND WATER TAP FEES – 2nd
Reading, Advertised *Daily Camera* 08/07/16**

DATE: AUGUST16, 2016

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

The attached ordinance includes three provisions amending Section's 13.08.040, Section 13.08.180 and Section 13.12.020.A regarding water service regulations and tap fees generally. The three revisions are as follows:

Service pipe regulation

Amend Section 13.08.040 concerning the party responsible to maintain and repair water service pipe and fixtures. The City is obligated to maintain water service pipe and fixtures to the meter pit or curb stop, whichever is closer to the city water main. Property owners have service piping downstream from the curb stop valve but located on public property. The amendment clarifies the responsibility of the owner to maintain the entire service pipe downstream from the curb stop valve whether on public or private property.

Cross – connection control

Amend Section 13.08.180 concerning the location of backflow prevention devices and connections or fittings between the meter and backflow prevention device. In the past, water meters were installed internally. Currently, Public Works policy is to request installation of external water meters to reduce the City's liability caused by internal meter/piping failures. Regarding cross connection control, backflow prevention devices for commercial buildings are installed internally in a heated environment with floor drain while backflow prevention devices for landscape irrigation systems are installed externally for easy access. The amendment provides staff the authority to approve the locations of backflow prevention devices and upstream connections or fittings.

Tap fee generally

Amend Section 13.12.020 concerns the party responsible to furnish and install water service line pipe and fixtures between the City water main and the water meter. Currently the City physically taps ductile iron water main pipe and installs a corporation stop valve, supplies the meter yoke, pit, possible service saddle, and installs the water meter. On PVC water mains the utility contractor taps the water main and utilizes a City supplied service saddle.

SUBJECT: ORDINANCE NO. 1727, SERIES 2016

DATE: AUGUST 16, 2016

PAGE 2 OF 2

Licensed plumbing contractors have access to supply warehouses that have water service materials readily available in stock for purchase and delivery. They also have the equipment, personnel and expertise to install new water mains, fittings, service lines and taps. The amendment reduces the City's obligation to install water taps and supply service line fixtures. The City will continue to furnish and install water meters.

FISCAL IMPACT:

Reduction in budget for New Water Meters & Pits and reduction in staff time dedicated to purchasing and supplying water service line materials and installing ductile iron water main taps.

RECOMMENDATION:

Staff recommends the City Council hold a public hearing and approve Ordinance No. 1727, Series 2016.

ATTACHMENT(S):

1. Ordinance No. 1727, Series 2015

**ORDINANCE NO. 1727
SERIES 2016**

**AN ORDINANCE AMENDING SECTIONS 13.08.040 AND 13.08.180 AND
SECTION 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE REGARDING
WATER SERVICE REGULATIONS AND WATER TAP FEES**

WHEREAS, Chapter 13.08 of the Louisville Municipal Code sets forth the City of Louisville's water service regulations including those that regulate service pipes and cross-connection control; and

WHEREAS, Section 13.12.020 of the Louisville Municipal Code sets forth general requirements regarding the installation of a new water tap; and

WHEREAS, the City Council desires to amend Chapter 13.08 and Section 13.12.020 in order to transfer the responsibility of ordering materials and installing various appurtenances relating to a new water tap from the City to the property owner;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF LOUISVILLE, COLORADO:**

Section 1. Subsection D of Section 13.08.040 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 13.08.040. Service pipe regulations.

- D. The city shall be responsible for all maintenance and repairs to service pipes and fixtures installed between the city main and the meter pit or curb box, whichever is closer to the city water main. All owners, at their own expense, shall be responsible for the maintenance and repair of any other section of service line ~~upon such owner's property~~. No claim shall be made against the city on account of breaking of service pipes or apparatus or for failure in the supply of water, and no reduction in the rates will be made for any time that service pipes or fixtures are frozen or are not in proper working order.

Section 2. Subsections E.3 and E.4 of Section 13.08.180 of the Louisville Municipal Code are hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 13.08.180. Cross-connection control.

E. General requirements. The following requirements shall be met for all containment backflow prevention assemblies, required on identified hazardous cross connections:

...

3. All backflow prevention assemblies shall be installed on the customer side, ~~immediately~~ following the water meter, at a city approved location.
4. In no case will it be permissible to have connections or tees between the meter and service line backflow prevention assembly, unless approved in writing by the city.

Section 3. Subsection 13.12.020.A of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 13.12.020. Tap fee generally.

A. No water service shall be furnished to property unless a water tap permit has been issued for that property. The city shall furnish provide and install a the water meter, a yoke, a corporation valve, a meter pit, if required, and all labor involved in installing the corporation valve. The owner shall be responsible for furnishing and installing a tapping saddle, a corporation valve, a curb stop valve and box, a meter pit, a yoke, for all excavation and installation of the service line piping, and for all earthwork and surface restoration from the water main to the structure served. Items furnished by the owner shall comply with city specifications.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty,

forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of August, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Light Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this 16th day of August, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

**SUBJECT: DISCUSSION/DIRECTION/ACTION – NINTH AMENDED
EMPLOYMENT AGREEMENT (CITY MANAGER MALCOLM
FLEMING)**

DATE: AUGUST 16, 2016

PRESENTED BY: OFFICE OF THE MAYOR

SUMMARY:

Please find attached a red line copy and clean copy of the proposed Ninth Amended Employment Agreement for City Manager Malcolm Fleming. Also attached is the written City Manager Evaluation for the period of August 15, 2015 through August 14, 2016 as contemplated in the City Charter (Article 8, Section 8-1(d)). These drafts are submitted for City Council discussion, direction and action as desired.

The attached redline shows the few changes proposed for the contract term that begins effective August 15, 2016. The Ninth Amended Employment Agreement proposes a base salary increase of three percent (3%) with other compensation and benefits remaining the same.

FISCAL IMPACT:

As noted above, the Ninth Amended Employment Agreement proposes a base salary increase of three percent (3%) which amount can be accommodated within the existing 2016 budget.

RECOMMENDATION:

Approve the attached Ninth Amended Employment Agreement and City Manager Evaluation.

ATTACHMENT(S):

1. City Manager Evaluation
2. Redline copy of Ninth Amended Employment Agreement
3. Clean copy of Ninth Amended Employment Agreement

CITY MANAGER EVALUATION
August 15, 2015 to August 14, 2016

Key Accomplishments

- City Operations – Malcolm manages the City’s day-to-day operations very well. As evidenced by the recent citizen survey, the citizens are satisfied with how the City runs and Louisville has enjoyed citizen survey measures above most all other communities. The City runs smoothly and a lot of good things get done on budget and on schedule. Managing the City is a huge effort, and Malcolm manages the City in a way that results in high citizen satisfaction and positive public feedback.
- McCaslin Interchange - The opening this year of the McCaslin/US 36 Diverging Diamond Interchange was a key accomplishment addressing transportation needs.
- Capital Projects Progress – During this review period, the City has completed large portions of a number of major projects. Council appreciates the continued progress made to manage to completion these large City projects that often involve difficult and complex settings.

Strengths

- Managing – Malcolm is strong at keeping the City’s numerous projects and initiatives moving forward, and at managing the City’s day-to-day operations and challenges. He keeps the organization running smoothly.
- Staff Leadership – Malcolm empowers his directors to get work done and is good at supporting staff growth and morale.
- Work Effort and Approach – Malcolm works hard and uses a stick-with-it approach to follow through and get things completed. He and his staff complete a huge amount of work to keep things running smoothly.
- Communications - Malcolm communicates well with staff. He also communicates well with citizens and works to handle citizen situations effectively. Presentations to City Council are markedly better.

Areas for Further Emphasis/Challenges

- Budgeting Initiatives – Increased emphasis must be placed on completing the program budgeting initiative. There should also be increased flow to City Council of budget and financial monitoring information.
- Reporting – Additional effort must be placed on providing City Council quarterly reporting on the CIP, ERP and business assistance programs.
- Council Relations and Communications – Malcolm should invest additional efforts in building communications with and among Councilmembers. He is encouraged to establish with each Councilmember a preferred approach to communicating one-on-one, more frequently and informally, to build relations and further understanding of each Councilmember's perspectives and interests. Malcolm should establish additional means of keeping the Council as a whole informed of individual Councilmembers' perspectives and activities.
- Personnel – Malcolm is encouraged to continue his efforts to proactively manage human resources items, including taking steps to ensure vacancies are timely filled. He should continue efforts to proactively assess and address departmental needs, challenges and opportunities.

NINTEIGHTH AMENDED EMPLOYMENT AGREEMENT

THIS NINTEIGHTH AMENDED EMPLOYMENT AGREEMENT ("Agreement") is made effective as of the 15TH day of August, 2016~~5~~, by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter known as "CITY" and Malcolm H. Fleming, hereinafter known as "CITY MANAGER."

WHEREAS, the City desires to employ the services of Malcolm H. Fleming for the office of City Manager of the City of Louisville, Colorado; and

WHEREAS, the City and the City Manager desire to set forth certain specifics concerning the employment of the City Manager by the City, and to establish conditions of employment and working conditions of said Manager; and

WHEREAS, the City Manager desires to accept employment as City Manager of the City of Louisville under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties agree as follows:

1. Duties; Residency. The City agrees to employ Malcolm H. Fleming as City Manager to perform the functions and duties specified by Colorado State Statutes, the Louisville Home Rule Charter and Municipal Code, and any other applicable laws, ordinances, or regulations of the City of Louisville. In addition, the City Manager agrees to perform any other legally permissible and proper duties and functions as the City Council of the City shall from time-to-time assign to the City Manager. The City Manager is and shall remain a resident throughout the City Manager's appointment.

2. Term. The City Manager is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council of the City to terminate the services of the City Manager at any time, subject to the provisions set forth in Section 4 herein. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position upon thirty (30) days prior written notice, subject only to the provisions as set forth in Section 4 herein. The City Manager's first day of employment was August 15, 2007.

3. Compensation. The City agrees to pay to the City Manager for his services rendered pursuant hereto an annual base salary of ~~\$175,784.00~~170,664.00, commencing August 15, 2016~~5~~ and payable in biweekly installments at the same time as other employees of the City are paid.

The position of City Manager is an exempt position under the provision of the Fair Labor Standards Act. As such, the City Manager shall not be bound by the record keeping or overtime provisions of the Act.

4. Termination and Severance Pay. The employment of the City Manager may be terminated by the City Council at any time, with or without cause. It is understood that in the event the City Manager is terminated because of his conviction of any illegal act involving personal gain to the City Manager, or because of his conviction of any felonious act or due to any act of moral turpitude, or because of insubordination, nonfeasance, or malfeasance in the performance of duties, the City shall have no obligation to pay any severance pay.

In the event of termination of the City Manager by the City Council for any reason other than those enumerated above, including but not limited to non-appropriation of funds pursuant to Section 15, the City Manager shall be entitled to receive 6 months severance pay. Severance pay shall include all benefits under Sections 6, 8, 9 and 10 of this Agreement, but shall not include the benefits under Section 12. The benefits under Section 8 shall be for the City Manager and dependants (if the City Manager has obtained dependants coverage), with the City Manager and City to pay their respective portions of the premiums and costs thereof according to the benefits plans then in effect. This severance pay shall be paid for the months immediately following the City Manager's last working day.

In the event the City Manager resigns, the City Manager shall not be entitled to any severance pay.

5. Performance Evaluation. The City Council shall set performance goals for and review and evaluate the performance of the City Manager on an annual basis. The next such annual review shall occur in August, 201~~7~~⁶, except that the foregoing shall not limit the authority of the City Council to evaluate the performance of the City Manager at any lesser interval, in its sole discretion.

6. Automobile. The City shall provide the City Manager with an automobile allowance of \$525.00 per month, commencing August 15, 201~~6~~⁵, and payable via payroll check on the first pay date of each month. The City Manager shall then provide his own transportation as necessary in the performance of his duties. The City Manager shall maintain all liability insurance as required by the State of Colorado.

7. Paid Illness Leave and Leave Time. The City Manager shall receive fifty-six (56) hours annually as Extended Illness Bank leave for personal illness or injury during the term of his employment. Illness leave time shall be

accrued on a biweekly basis, coincidental with established pay dates. The City Manager may accrue up to a maximum of 480 hours of illness leave time. Upon termination of employment with the City, the City Manager shall not be paid for any accrued, unused illness leave time.

The City Manager shall also receive paid leave time. Paid leave time, which consists of vacation, holiday, and personal leave, shall be accrued on a biweekly basis, coincidental with established pay dates, at a rate in accordance with the City's personnel policies as if he had completed 181 months of service. The City Manager may accrue up to a maximum of 432 hours of paid leave time. Any amounts in excess of such accrual shall be forfeited as of each January 1. Upon termination of employment with the City, the City Manager shall be paid for all accrued, unused paid leave time.

8. Insurance. The City Manager shall be entitled to receive the same health, dental, disability, life, liability, and other insurance coverage as set forth under the terms of the group insurance coverages provided by the City to all employees. The City Manager must meet all of the terms and conditions required by the individual carriers in order to receive said coverages.

9. Retirement. The City agrees to pay an amount equal to five and one-half percent (5.5%) of the City Manager's base salary into the International City Management Association Retirement Corporation's (ICMA-RC) 401-A Money Purchase Plan, which is the current uniform percentage rate paid for all employees participating in the plan. The City Manager shall contribute at a rate in accordance with the City's personnel policies. Each payment shall be made on a biweekly basis according to the City's payroll schedule. In the event the City Council approves any change in the uniform percentage rate paid for all employees participating in the plan, the above-stated 5.5% rate shall automatically adjust to the new rate, effective as of the effective date of the change.

All of the City's contribution will be vested to the City Manager from his date of employment.

10. Deferred Compensation. The City agrees to pay an amount equal to ten percent (10%) of the City Manager's base salary into the International City Management Association Retirement Corporation's (ICMA-RC) Section 457 Deferred Compensation Plan. All of the City's contribution will be vested to the City Manager from his date of employment.

11. Other Terms and Conditions of Employment. The City Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided

such terms and conditions are not inconsistent with the provisions of this Agreement, the Colorado State Statutes, or the Louisville Home Rule Charter or Municipal Code.

It is understood that the City Manager is not to be treated as an employee under the provisions contained in the City's Personnel Guidelines. It is further understood that the rights and obligations contained in said Guidelines are not binding upon the City with respect to the employment of the City Manager except as expressly enumerated in this Agreement.

12. Dues and Subscriptions. The City agrees to budget and pay for reasonable professional dues and subscriptions of the City Manager necessary for his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and which are for the good of the City. The City also agrees to budget and pay for necessary travel expenses for the Manager to adequately pursue official and other functions for the City. By way of example, such functions include, but are not limited to, meetings and conferences of the International City Management Association and the Colorado Municipal League.

13. Reimbursement of General Expenses. The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the City Manager, and hereby agrees to reimburse reasonable general expenses.

14. Outside Activities. The City Manager shall not spend any time in remunerated business outside of this Agreement, nor shall he spend more than ten hours per week in non-remunerated non-City connected business, without the prior approval of the City Council. No such outside activities shall be contrary to the interests of the City.

15. Funding. Notwithstanding any other provisions contained herein, this Agreement is subject to an annual appropriation by the City Council of sufficient funds to pay the full amount due, or which may be due hereunder for the following year. A failure to appropriate such funds shall constitute a termination pursuant to Section 4 of this Agreement.

16. Constitutionality. The parties hereto do not extend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning.

This Agreement is held to be the entire Agreement of the parties thereto. In addition, this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the City Manager.

If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.

In WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the 15th day of August, 2016⁵; the parties agree that signatures obtained via fax are sufficient and binding for this Agreement.

[Signatures on Following Page]

CITY OF LOUISVILLE

CITY MANAGER

Robert P. Muckle, Mayor

Malcolm H. Fleming,
City Manager

Date: _____

ATTEST:

~~Meredyth Muth~~ Nancy Varra, City Clerk

Date: _____

APPROVED AS TO FORM:

Light | Kelly, P.C.
City Attorney

NINTH AMENDED EMPLOYMENT AGREEMENT

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WHEREAS, the City and the City Manager desire to set forth certain specifics concerning the employment of the City Manager by the City, and to establish conditions of employment and working conditions of said Manager; and

WHEREAS, the City Manager desires to accept employment as City Manager of the City of Louisville under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties agree as follows:

1. Duties; Residency. The City agrees to employ Malcolm H. Fleming as City Manager to perform the functions and duties specified by Colorado State Statutes, the Louisville Home Rule Charter and Municipal Code, and any other applicable laws, ordinances, or regulations of the City of Louisville. In addition, the City Manager agrees to perform any other legally permissible and proper duties and functions as the City Council of the City shall from time-to-time assign to the City Manager. The City Manager is and shall remain a resident throughout the City Manager's appointment.

2. Term. The City Manager is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council of the City to terminate the services of the City Manager at any time, subject to the provisions set forth in Section 4 herein. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position upon thirty (30) days prior written notice, subject only to the provisions as set forth in Section 4 herein. The City Manager's first day of employment was August 15, 2007.

3. Compensation. The City agrees to pay to the City Manager for his services rendered pursuant hereto an annual base salary of \$175,784.00, commencing August 15, 2016 and payable in biweekly installments at the same time as other employees of the City are paid.

The position of City Manager is an exempt position under the provision of the Fair Labor Standards Act. As such, the City Manager shall not be bound by the record keeping or overtime provisions of the Act.

4. Termination and Severance Pay. The employment of the City Manager may be terminated by the City Council at any time, with or without cause. It is understood that in the event the City Manager is terminated because of his conviction of any illegal act involving personal gain to the City Manager, or because of his conviction of any felonious act or due to any act of moral turpitude, or because of insubordination, nonfeasance, or malfeasance in the performance of duties, the City shall have no obligation to pay any severance pay.

In the event of termination of the City Manager by the City Council for any reason other than those enumerated above, including but not limited to non-appropriation of funds pursuant to Section 15, the City Manager shall be entitled to receive 6 months severance pay. Severance pay shall include all benefits under Sections 6, 8, 9 and 10 of this Agreement, but shall not include the benefits under Section 12. The benefits under Section 8 shall be for the City Manager and dependants (if the City Manager has obtained dependants coverage), with the City Manager and City to pay their respective portions of the premiums and costs thereof according to the benefits plans then in effect. This severance pay shall be paid for the months immediately following the City Manager's last working day.

In the event the City Manager resigns, the City Manager shall not be entitled to any severance pay.

5. Performance Evaluation. The City Council shall set performance goals for and review and evaluate the performance of the City Manager on an annual basis. The next such annual review shall occur in August, 2017, except that the foregoing shall not limit the authority of the City Council to evaluate the performance of the City Manager at any lesser interval, in its sole discretion.

6. Automobile. The City shall provide the City Manager with an automobile allowance of \$525.00 per month, commencing August 15, 2016, and payable via payroll check on the first pay date of each month. The City Manager shall then provide his own transportation as necessary in the performance of his duties. The City Manager shall maintain all liability insurance as required by the State of Colorado.

7. Paid Illness Leave and Leave Time. The City Manager shall receive fifty-six (56) hours annually as Extended Illness Bank leave for personal illness or injury during the term of his employment. Illness leave time shall be

accrued on a biweekly basis, coincidental with established pay dates. The City Manager may accrue up to a maximum of 480 hours of illness leave time. Upon termination of employment with the City, the City Manager shall not be paid for any accrued, unused illness leave time.

The City Manager shall also receive paid leave time. Paid leave time, which consists of vacation, holiday, and personal leave, shall be accrued on a biweekly basis, coincidental with established pay dates, at a rate in accordance with the City's personnel policies as if he had completed 181 months of service. The City Manager may accrue up to a maximum of 432 hours of paid leave time. Any amounts in excess of such accrual shall be forfeited as of each January 1. Upon termination of employment with the City, the City Manager shall be paid for all accrued, unused paid leave time.

8. Insurance. The City Manager shall be entitled to receive the same health, dental, disability, life, liability, and other insurance coverage as set forth under the terms of the group insurance coverages provided by the City to all employees. The City Manager must meet all of the terms and conditions required by the individual carriers in order to receive said coverages.

9. Retirement. The City agrees to pay an amount equal to five and one-half percent (5.5%) of the City Manager's base salary into the International City Management Association Retirement Corporation's (ICMA-RC) 401-A Money Purchase Plan, which is the current uniform percentage rate paid for all employees participating in the plan. The City Manager shall contribute at a rate in accordance with the City's personnel policies. Each payment shall be made on a biweekly basis according to the City's payroll schedule. In the event the City Council approves any change in the uniform percentage rate paid for all employees participating in the plan, the above-stated 5.5% rate shall automatically adjust to the new rate, effective as of the effective date of the change.

All of the City's contribution will be vested to the City Manager from his date of employment.

10. Deferred Compensation. The City agrees to pay an amount equal to ten percent (10%) of the City Manager's base salary into the International City Management Association Retirement Corporation's (ICMA-RC) Section 457 Deferred Compensation Plan. All of the City's contribution will be vested to the City Manager from his date of employment.

11. Other Terms and Conditions of Employment. The City Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided

such terms and conditions are not inconsistent with the provisions of this Agreement, the Colorado State Statutes, or the Louisville Home Rule Charter or Municipal Code.

It is understood that the City Manager is not to be treated as an employee under the provisions contained in the City's Personnel Guidelines. It is further understood that the rights and obligations contained in said Guidelines are not binding upon the City with respect to the employment of the City Manager except as expressly enumerated in this Agreement.

12. Dues and Subscriptions. The City agrees to budget and pay for reasonable professional dues and subscriptions of the City Manager necessary for his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and which are for the good of the City. The City also agrees to budget and pay for necessary travel expenses for the Manager to adequately pursue official and other functions for the City. By way of example, such functions include, but are not limited to, meetings and conferences of the International City Management Association and the Colorado Municipal League.

13. Reimbursement of General Expenses. The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the City Manager, and hereby agrees to reimburse reasonable general expenses.

14. Outside Activities. The City Manager shall not spend any time in remunerated business outside of this Agreement, nor shall he spend more than ten hours per week in non-remunerated non-City connected business, without the prior approval of the City Council. No such outside activities shall be contrary to the interests of the City.

15. Funding. Notwithstanding any other provisions contained herein, this Agreement is subject to an annual appropriation by the City Council of sufficient funds to pay the full amount due, or which may be due hereunder for the following year. A failure to appropriate such funds shall constitute a termination pursuant to Section 4 of this Agreement.

16. Constitutionality. The parties hereto do not extend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning.

This Agreement is held to be the entire Agreement of the parties thereto. In addition, this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the City Manager.

If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.

In WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the 15th day of August, 2016; the parties agree that signatures obtained via fax are sufficient and binding for this Agreement.

[Signatures on Following Page]

CITY OF LOUISVILLE

CITY MANAGER

Robert P. Muckle, Mayor

Malcolm H. Fleming,
City Manager

Date: _____

ATTEST:

Meredyth Muth, City Clerk

Date: _____

APPROVED AS TO FORM:

Light | Kelly, P.C.
City Attorney